



SUBMISSION DEADLINE: 4:00 P.M. WINNIPEG TIME, APRIL 18, 2002

If the legal name or address below is not correct, please revise it before submitting your Proposal.

**BUYER: BRENDA DUPUIS SMITH/mk
TELEPHONE NO. (204) 986-2492**

You are invited to submit a proposal for:

Supply, Installation and Operation of Photo Enforcement Program

in accordance with the Instructions to Offerers attached.

THE PROPOSAL SUBMISSION MUST INCLUDE THIS PAGE (COMPLETED AND SIGNED)

Contact Person: (print) _____

Telephone Number: _____

Facsimile Number: _____

The Offerer hereby offers to perform the Work in accordance with the Contract for the price(s), in Canadian funds, set out in this Proposal.

The Offerer agrees that the Request for Proposal in its entirety shall be deemed to be incorporated in and to form a part of this offer notwithstanding that not all parts thereof are necessarily attached to or accompany this Proposal.

The Offerer certifies that the following addenda have been received and agrees that they shall be deemed to form a part of the Contract.

No. 1 No. 2 No. 3 No. 4

This offer shall be open for acceptance, binding and irrevocable for a period of ninety (90) days following the Submission Deadline.

Signature: _____

RETURN TO:

**THE CITY OF WINNIPEG 160-2002
CORPORATE FINANCE DEPARTMENT
MATERIALS MANAGEMENT DIVISION
185 KING ST MAIN FLOOR
WINNIPEG MB R3B 1J1**

RFP TABLE OF CONTENTS

RFP COVER PAGE

RFP TABLE OF CONTENTS

INSTRUCTIONS TO OFFERORS TERMS AND CONDITIONS PAGE NUMBER

Clause 1 – Purpose	4
Clause 2 – Definitions	4
Clause 3 – Interpretation	6
Clause 4 – Scope of Work	6
Clause 5 – Background	6
Clause 6 – Investigating the Work	7
Clause 7 – Authority of the Contract Administrator	7
Clause 8 – Responsibilities of the Contractor	8
Clause 9 – Duration of the Contract	10
Clause 10 – Work Schedule	11
Clause 11 – Total Performance	11
Clause 12 – Performance Security	11
Clause 13 – Security Clearance	11
Clause 14 – Confidentiality and Ownership of Information	12
Clause 15 – Insurance	14
Clause 16 – Indemnity	14
Clause 17 – Default and Termination	15
Clause 18 – Notice	16
Clause 19 – Declaration of No Conflict	16
Clause 20 – Ombudsman	17
Clause 21 – Discrepancies	17
Clause 22 – Proposals	17
Clause 23 – Submission of Proposals	17
Clause 24 – Withdrawal of Proposals	18
Clause 25 – Interviews	18
Clause 26 – Negotiations	18
Clause 27 – Evaluations of Proposals	18
Clause 28 – Award of Contract	19
Clause 29 – Execution of Contract	20
Clause 30 – Modification of Contract	20
Clause 31 – Assignment	20
Clause 32 – City not Obligated to Third Parties	20
Clause 33 – When Rights and Remedies Not Waived	20
Clause 34 – Termination of Contract – Removal of Equipment	20

SPECIFICATIONS

Clause 1 – Applicable Specifications and Standards Details	22
Clause 2 – Response Instructions	22
Clause 3 – General Requirements	22
Clause 4 – Tester Appointments	23
Clause 5 – Inspections	23
Clause 6 – Accomplishment of Services	23
Clause 7 – Signs	23
Clause 8 – Information and Reports	23
Clause 9 - Other Information	23

APPENDICES

Appendix A	Minimum Personnel Requirements	1 Page
Appendix B:	Form H1: Performance Bond	
	Form H2: Irrevocable Standby Letter of Credit (Performance Security).....	4 Pages
Appendix C:	City of Winnipeg Climate	2 Pages
Appendix D:	BILL 3, THE HIGHWAY TRAFFIC AMENDMENT AND SUMMARY CONVICTIONS AMENDMENT ACT	19 Pages
Appendix E:	An Agreement Respecting Disclosure of Motor Vehicle Registration Information dated, 2002	25 Pages
Appendix F:	Work Schedules for 2002-2006	27 Pages

INSTRUCTIONS TO OFFERERS TERMS AND CONDITIONS

1. PURPOSE

- 1.1 The purpose of this Request for Proposal is to invite Proposals from qualified Offerers for the supply, installation and operation of a Photo Enforcement Program with respect to Photo Radar, Intersection Safety Cameras, and Speed Trailers.

2. DEFINITIONS

- 2.1 When used in this Request for Proposal:

- (a) "**Business Day**" means any Calendar Day, other than a Saturday, Sunday, or a Statutory or Civic Holiday;
- (b) "**Buyer**" means the person authorized to represent The City in respect of the Request for Proposal;
- (c) "**Calendar Day**" means the period from one midnight to the following midnight;
- (d) "**Camera Unit**" means the portion(s), of the ISC System which processes inputs from the Detector(s) and ISC System/Traffic Signal Interface, records data, operates the Flash Unit and captures images on photographic film;
- (e) "**Camera Unit Housing**" means the enclosure in which The Camera Unit is housed and which is affixed to a pole at the Site;
- (f) "**City**" means The City of Winnipeg as continued under The City of Winnipeg Act, Statutes of Manitoba 1989-90, c. 10, and any subsequent amendments thereto;
- (g) "**City Council**" means the Council of The City of Winnipeg;
- (h) "**City Solicitor**" means The City employee holding that office or, if applicable, the successor to the authority or responsible of such office;
- (i) "**Contract**" means the combined documents consisting of the Request for Proposal package and any documents and drawings referred to and incorporated therein together with any submissions required to be made by the Contractor after award, and all amendments to the foregoing;
- (j) "**Contract Administrator**" means the person authorized to represent The City in respect of the Contract and is the Buyer unless otherwise specified hereinafter;
- (k) "**Contractor**" means the person undertaking the performance of the Work under the terms of the Contract;
- (l) "**Court**" means the judicial body having authority to adjudicate the offence;
- (m) "**DDVL**" means the Division of Driver and Vehicle Licensing, Manitoba Department of Highways and Transportation;
- (n) "**Detector(s)**" means metal wires implanted in the roadway outside the Site in a looping formation that are capable of being activated when connected to the signal control box and transferring information to the ISC System;
- (o) "**Flash Unit**" means the portion(s) of the ISC System which, triggered by a Camera Unit, generates light to supplement ambient light, improve the quality of photographic images and alert observers that the ISC System is functioning;
- (p) "**Intersection Safety Camera System or ISC System**" means a fixed device capable of photographically capturing the licence plates of vehicles identified as having committed a violation for a red light offence and/or speeding offence at the intersection where the unit is installed;
- (q) "**Looping Detection System**" means an in-ground sensor that detects a vehicle by the disturbance of an electro-magnetic field;
- (r) "**Material**" means any things, including goods, parts and equipment, which are to form part of the permanent Work;
- (s) "**may**" indicates an allowable action or feature which will not be evaluated;
- (t) "**must**" or "**shall**" indicates a mandatory requirement which will be evaluated on a pass/fail basis;
- (u) "**Notice**" means either an Offence Notice or a Warning Notice;

- (v) **"Notice Processing"** means the act of developing photos in relation to Photo Enforcement Equipment, issuing Notices related thereto, and attending Court as required;
- (w) **"Offence Notice"** means the summons served on the registered owner of vehicles identified as having committed the legal violation standards for a red light offence under *The Highway Traffic Act of Manitoba*;
- (x) **"Offerer"** means any person submitting a Proposal for the Work;
- (y) **"Person"** means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;
- (z) **"Photo Enforcement Equipment"** means the Camera Unit, Camera Unit Housing, Flash Unit, Photo Radar Speed Trailer and Photo Radar Vehicle;
- (aa) **"Photo Radar Speed Trailer"** means a mobile device incorporating a Speed Reader Board attached to a Speed-timing Device, containing a separate speed-timing device attached to a Camera Unit. The device must be capable of detecting speeds of oncoming vehicles and displaying those speeds. In addition, the device must be capable of photographically capturing the licence plates of vehicle subject to speed tolerances set by The Winnipeg Police Service;
- (bb) **"Photo Radar Vehicle"** means a passenger vehicle, suitable to The City, equipped with a Camera Unit, a Speed-timing Device and a Flash Unit. The combination must be mobile and capable of detecting the speed of vehicles and capturing the licence plate of the same vehicle on film, night or day;
- (cc) **"Photo Safety Technology"** or **"PST"** means an ISC System, Photo Radar Vehicle, Photo Radar Speed Trailer, or any other technology designed to capture red light offences, speeding offences or other such offences by means of photographic images;
- (dd) **"Plant"** means any things brought to or constructed upon the Site by the Contractor for the performance of the Work, including goods, tools, equipment, consumable supplies, fuel, power and utility connections therefor, but does not include material;
- (ee) **"should"** indicates a desirable action or feature which will be evaluated on a relative scale;
- (ff) **"Site"** means the lands and other places on, under, in or through which the Work is to be performed;
- (gg) **"Specifications"** means the portion of the Request For Proposal by that name, which sets out the written description of the physical or functional characteristics of the supplies, services and construction, or any part thereof, including without limitation any requirement for testing or inspection;
- (hh) **"Speed-on-Green"** means technology applied to the Camera Unit enabling the ISC System to detect and record the speeds of vehicles passing the Looping Detection System regardless of the traffic light phase and take a photograph of a vehicle travelling across the system over a pre-set threshold;
- (ii) **"Speed Reader Board"** means a Speed-timing Device with an LED display large enough to be seen by passing vehicles that shows the speed of oncoming traffic captured by a radar gun incorporated therein;
- (jj) **"Speed-timing Device"** means a device capable of measuring speed in kilometers per hour, approved by the Attorney General of Canada;
- (kk) **"Subcontractor"** means a person contracting with the Contractor for the performance of a part or parts of the Work or for the furnishings of Plant or Material and includes a Subcontractor's subcontractor;
- (ll) **"Submission Deadline"** means the time and date on the Request For Proposal cover sheet for final receipt of offers;
- (mm) **"Substantial Performance"** shall have the meaning attributed to it in The Builders Liens Act (Manitoba), or any successor legislation thereto;
- (nn) **"Successful Offence Notice"** means an Offence Notice, which results in a conviction;
- (oo) **"Total Performance"** means that the entire Work have been performed in accordance with the Contract;
- (pp) **"Traffic Signal Interface"** means a method of separating an ISC system from a traffic control system so that the two electrical circuits work independently of one another and do not interfere with each others respective operations.
- (qq) **"User"** means a person, department or other administrative unit of The City authorized by the Contract Administrator to order Work under this Contract;
- (rr) **"Work"** means the carrying out and the doing of all things, whether of a temporary or permanent nature, that are to be done by the Contractor pursuant to the Contract and, without limiting the generality of the

foregoing, includes the furnishing of all equipment, facilities, material, labour and services necessary for or incidental to the fulfilment of the requirements of the Contract;

- (ss) "**Working Day**" means any Calendar Day, other than a Saturday, Sunday or a Statutory or Civic Holiday, on which the Contract Administrator determines atmospheric and Site conditions are such that the Contractor is able to work at least seven (7) hours.

3. INTERPRETATION

- 3.1 Where the Contractor consists of more than one person, the obligations of the Contractor shall be joint and several.
- 3.2 The various portions of the Contract are intended to be read together and complement each other, and what is called for by any one shall be deemed to be called for by all.
- 3.3 The City and the Contractor acknowledge and agree that the Contractor is an independent contractor and neither the Contractor, nor any officer, servant or agent of the Contractor, shall be deemed to be an employee, agent, representative or servant of the City.
- 3.4 Further to 2.1(j), the Contract Administrator is:

Patrol Sergeant Jon Butcher
Traffic Division
Winnipeg Police Service
151 Princess Street
Winnipeg MB R3C 2Z7
Telephone (204) 986-5445
Facsimile (204) 986-6545
E-Mail JButcher@city.winnipeg.mb.ca

4. SCOPE OF WORK

- 4.1 The Work to be done as detailed in the following:
- (a) Supply, installation, operation and maintenance of a Photo Enforcement System and an Offence Processing System for a five (5) year period in accordance with the Contract;
- (i) Intersection Safety Camera Requirements – Specifications Item 1 – 66
 - (ii) Photo Radar Requirements – Specifications Item 67 – 145
 - (iii) Speed Trailer Requirements – Specifications Item 146 – 166
 - (iv) Offence Processing Requirements – Specifications Item 167 - 212

It is the intention of The City to enter into a five (5) year Contract for this proposal.

The Contractor shall not collect fines. The collection of fines and Court costs related to Offence Notices is the responsibility of the Courts who forward collected fines to The City of Winnipeg.

Award of this Contract will be conditional on the pending Legislature reading and approval of BILL 3, THE HIGHWAY TRAFFIC AMENDMENT AND SUMMARY CONVICTIONS AMENDMENT ACT (see Appendix D)

If the above noted bill does not come into law no award of this Contract will be made.

Proposals that are based on a "Fee Per Offence Notice" pay structure will not be evaluated.

5. BACKGROUND

- 5.1 The following is provided for the information of Offerers:

- 5.2 The City of Winnipeg is committed to being a vibrant and healthy community. The City places the highest priority on the quality of life for its' 685,000 citizens.
- 5.3 As of July 31, 2001, there are 813,666 registered vehicles in Manitoba. Broken down further there are 390,420 registered and active vehicles in The City of Winnipeg. Manitoba licence plates are retro-reflective. A specialized filter will be required for the various cameras that are to be installed in order to capture the image of the retro-reflective plates currently being used in Manitoba.
- 5.4 The Winnipeg Police Service is responsible for the traffic safety of everyone who uses the 6,755 kilometres of streets and roadways within The City's 462 square kilometre boundaries. Public education and the enforcement of all traffic laws are key components to modifying driver/pedestrian behaviour, which improves traffic safety.
- 5.5 The incidence of motorists who disobey red traffic control lights and speed are identified as a major community concern. The resulting human tragedy and increased costs to the public are unacceptable. Conventional enforcement of red light and speeding offences has limited results, is labour intensive and can pose a danger to the public and the police.
- 5.6 Bill 3, The Highway Traffic Amendment and Summary Convictions Amendment Act (attached hereto as Appendix D) was introduced to the Legislature in November 2001, and proposes authority for the use of a Photo Enforcement Program in Manitoba. Currently, the Court system in Manitoba will not accept digital imagery as evidence.
- 5.7 The primary objectives of the Photo Enforcement Program is to:
- (a) reduce the incidence of motorists who disobey red traffic control lights;
 - (b) reduce incidence of motorists who travel at excessive speed in violation of current law;
 - (c) reduce right angle collisions at intersections;
 - (d) reduce the human tragedy and the cost to society of these collisions;
 - (e) increase public awareness of safety concerning red traffic lights;
 - (f) improve safety for the public and police officers; and
 - (g) implement the program in the most cost efficient manner.

6. INVESTIGATING THE WORK

- 6.1 The Offerer shall familiarize himself/herself with the location, extent and purpose of the Work and shall determine for himself/herself the actual conditions and requirements of the Work.
- 6.2 Arrangements to view any Site at which Work is proposed to be performed may be made by contacting the Contract Administrator.

7. AUTHORITY OF THE CONTRACT ADMINISTRATOR

General

- 7.1 The Contract Administrator shall be the City's representative throughout the duration of the Contract and shall have authority to act on behalf of the City to the extent expressly provided for in the Contract.

Contract

- 7.2 The Contract Administrator shall interpret or clarify the Contract or any part thereof which appears indefinite, not clear or contradictory to the Contractor.
- 7.3 The Contract Administrator may at any time correct errors or omissions in the Contract or issue additional Specifications further detailing, explaining or modifying the Work. Such Specifications shall either supplement or supersede those forming part of the Contract at the time the Contract was executed.

Inspection

- 7.4 The Contract Administrator may examine or inspect the Work or any part thereof and determine whether the Work meets the requirements of the Contract. The Contract Administrator may reject the Work or any part thereof which does not meet the requirements of the Contract.

Control

- 7.5 The Contract Administrator may give instructions or orders to the Contractor to the extent necessary to ensure that the Work is performed in an orderly manner and meets the requirements of the Contract.
- 7.6 The Contract Administrator may give instructions or orders to the Contractor's supervisor on the Site and such instructions or orders shall be deemed to have been given to the Contractor.
- 7.7 The Contract Administrator may order the Contractor to remove from the Work any person employed or retained by the Contractor or a Subcontractor in the performance of the Work who the Contract Administrator determines is incompetent, negligent or guilty of misconduct.
- 7.8 The Contract Administrator may order the Contractor to alter or improve his methods, to increase or improve his Plant, to furnish additional or more suitable Material, or to employ additional or more qualified labour if, at any time, the Contract Administrator determines that:
- (a) the Work is not being, or will likely not be, constructed satisfactorily; or
 - (b) progress is not being, or will likely not be, maintained in accordance with the work schedule.
- 7.9 The Contract Administrator may order the Contractor to stop work or to take such remedial measures as the Contract Administrator considers necessary, if, at any time, the Contract Administrator determines that:
- (a) a danger to life or to property exists; or
 - (b) such stoppage or remedial measures may be necessary to ensure the performance of the Work in accordance with the requirements of the Contract.
- 7.10 Neither the giving of any orders by the Contract Administrator nor the carrying out of such orders by the Contractor shall entitle the Contractor to any extra payment, nor relieve the Contractor of his responsibilities under Clause 8.
- 7.11 The Contract Administrator shall determine if and when Substantial Performance and Total Performance are achieved and shall certify the dates thereof.
- 7.12 If the Contractor disputes a determination or order of the Contract Administrator on any of the foregoing matters, the Contractor shall act in accordance with the Contract Administrator's determination or order.

8. RESPONSIBILITIES OF THE CONTRACTOR

General

- 8.1 Except as otherwise provided in the Contract, the Contractor shall be solely responsible for construction means, methods, techniques, sequences and procedures, and for coordinating the various parts of the Work so as to ensure its proper completion in a sound and workmanlike manner, in all respects in strict conformity with the Contract and in accordance with the approved work schedule.
- 8.2 The Contractor shall have complete control over the methods of performing the Work and shall direct and supervise the Work so as to ensure conformance with the Contract.
- 8.3 The Contractor shall provide all Plant, Material, labour, services and incidentals necessary for the performance of the Work.
- 8.4 The Contractor shall be responsible for any Work not explicitly set out in the Contract but which may be reasonably implied for the proper completion of the Work.

- 8.5 Unless otherwise specified in the Specifications, all Material shall be new, fit for the purpose intended and shall meet or exceed the kind, quality and quantity of same specified in the Contract. If required, the Contractor shall provide evidence satisfactory to the Contract Administrator that the foregoing requirements have been met.

Contract

- 8.6 The Contractor shall perform, complete and maintain the Work in strict accordance with the Contract.
- 8.7 If the Contract or any part thereof appears indefinite, not clear or contradictory, the Contractor shall refer such feature or features to the Contract Administrator for interpretation or clarification.
- 8.8 The Contractor shall be responsible for conveying the interpretation or clarification of the Contract, as given by the Contract Administrator, to Subcontractors.
- 8.9 The Contractor shall prepare and submit all drawings, schedules, documents or information required by the Contract and such other drawings, schedules, documents or information as may reasonably be required by the Contract Administrator.
- 8.10 The Contractor shall keep one copy of the Contract and any other approved drawings, schedules, documents or other information at the Site, and shall make them available at all reasonable times for the inspection and use of the Contract Administrator.

Laws and Regulations

- 8.11 The Contractor shall comply with all laws, by-laws, ordinances, regulations, codes and orders of authorities having jurisdiction which are or come into force during the performance of the Work and which relate to the Work. Where there are two or more laws, by-laws, ordinances, regulations or codes applicable to the Work, the most restrictive shall apply.
- 8.12 The Contractor shall procure approvals, clearances, permits, licences and certificates required by law or by any by-laws, ordinances, regulations, codes or orders of the authorities having jurisdiction for the performance of the Work, but this shall not include the obtaining of permanent easements or rights of servitude.
- 8.13 The Contractor shall give any notices required by law or by by-laws, ordinances, regulations, codes or orders of the authorities having jurisdiction and which relate to the Work.
- 8.14 The Contractor shall be registered with the Workers Compensation Board of Manitoba, shall provide and maintain workers compensation coverage throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.
- 8.15 The Contractor shall not be responsible for verifying that the Contract complies with the applicable laws, by-laws, ordinances, regulations, codes and orders relating to the Work.

Supervision

- 8.16 The Contractor shall provide competent, suitably qualified personnel to perform the Work. He shall at all times maintain good discipline and order at the Site.
- 8.17 The Contractor shall obey, perform and comply with the Contract Administrator's orders, instructions, rules and procedures with respect to the Work or concerning the conduct thereof, promptly, efficiently and to the satisfaction of the Contract Administrator and he will assist other contractors, their employees and agents to do the same.
- 8.18 The Contractor shall employ and keep on the Work, at all times during the performance of the Work, a competent supervisor and assistants, if necessary, acceptable to the Contract Administrator. The supervisor shall represent the Contractor on the Site. The supervisor shall not be replaced without the prior consent of the Contract Administrator unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his employ.
- 8.19 If the Contract Administrator orders a person to be removed from the Work, the Contractor shall comply forthwith. Any person so removed shall not be re-employed on the Work by the Contractor or by a Subcontractor.

Control

- 8.20 The Contractor must arrange and carry on his Work so as not to conflict with the Work being carried on or to be carried on for the City by other contractors or by the City's employees. If the Contractor finds it difficult to work in harmony with such parties, he shall notify the Contract Administrator promptly.
- 8.21 The Contractor shall be solely responsible for construction safety at the Site and for compliance with all laws, rules, regulations and practices required by the applicable construction and safety legislation.
- 8.22 The Contractor shall be solely responsible for securing the Site, and any existing facility thereon, and for the proper care and protection of the Work already performed.
- 8.23 The Contractor shall maintain the Site and the Work in a tidy condition and free from the accumulation of waste and debris, other than that caused by the City or by other contractors.

Subcontractors

- 8.24 The Contractor shall not subcontract any portion of the work to any person not identified as a Subcontractor without the prior written approval of the Contract Administrator prior to the commencement of any work by such proposed Subcontractor.
- 8.25 The Contractor agrees he shall not employ any Subcontractors to whom the Contract Administrator may reasonably object. The Contractor shall not make any change to the list of Subcontractors without the prior approval of the Contract Administrator.
- 8.26 The fact that the Contractor is permitted to subcontract any portion of the Work as aforesaid shall not, however, relieve him of any responsibility for the proper commencement, execution and completion of the Work. The Contractor shall be fully responsible for each Subcontractor and his/her work and acts, and shall, either in person or through an accredited agent, receive all notices, communications, orders, instructions or legal service as if he/she were performing the Work with his/her own forces.
- 8.27 The Contractor, with respect to Work to be performed under subcontract, shall:
- (a) enter into contracts or written agreements with his Subcontractors to require them to perform their work in complete conformance with and subject to the terms and conditions of the Contract; and
 - (b) be as fully responsible to the City for acts and omissions of his Subcontractors and of persons directly or indirectly employed by them as for acts and omissions of persons directly employed by him.
- 8.28 The Contractor shall incorporate the terms and conditions of the Contract into all subcontract agreements he enters into with his Subcontractors.
- 8.29 The Contractor shall make prompt payment to his Subcontractors, his employees or on account of the purchase or rental of Plant or Material.
- 8.30 The Contractor shall promptly secure a discharge of a lien or trust claim served upon the City pursuant to The Builders' Liens Act (Manitoba)

9. DURATION OF CONTRACT

- 9.1 The Contract shall be for 60 months from the date of award of the Contract. Excluding removal of equipment as per Clause 34.
- 9.2 Notwithstanding the foregoing, The City may terminate the Contract upon thirty (30) Calendar Days written notice by the Contract Administrator in the event that operational changes result in substantial changes to the requirement for the Work and/or there is a change in Provincial Legislation.

10. WORK SCHEDULE

- 10.1 The Offerer shall complete Appendix F: Work Schedule indicating the time frame within which the Offerer proposes to perform each item or category of Work identified thereon.
- 10.2 The Offerer shall, when completing Appendix F: Work Schedule assume that, if an award of Contract is made, the Letter Of Intent will be issued on award of Contract.
- 10.3 Upon award of Contract, the Contractor shall be bound to this Work Schedule except as provided in Clause 30.

11. TOTAL PERFORMANCE

- 11.1 The Contractor shall achieve Total Performance in accordance with the schedule shown on Appendix F: Work Schedule of his Proposal Submission.
- 11.2 When the Contractor or the Contract Administrator considers the Work to be totally performed, the Contractor shall arrange, attend and assist in the inspection of the Work with the Contract Administrator for purposes of verifying Total Performance. Any defects or deficiencies in the Work noted during that inspection shall be remedied by the Contractor at the earliest possible instance and the Contract Administrator notified so that the Work can be reinspected.
- 11.3 The date on which the Work has been certified by the Contract Administrator as being totally performed to the requirements of the Contract through the issue of a certificate of Total Performance is the date on which Total Performance has been achieved.
- 11.4 Total Performance shall be achieved once all Work of the Contract has been performed. Specifically including performance of all work in Clause 34.2.

12. PERFORMANCE SECURITY

- 12.1 The Contractor shall provide and maintain performance security until Total Performance of the Contract has been achieved:
 - (a) a performance bond of a company registered to conduct the business of a surety in Manitoba, in the form attached to these Supplemental Conditions (Appendix B: Form H1: Performance Bond), in the amount of one hundred thousand dollars (\$100,000.00); or
 - (b) an irrevocable standby letter of credit issued by a bank or other financial institution registered to conduct business in Manitoba and drawn on a branch located in Manitoba, in the form attached to these Supplemental Conditions (Appendix B: Form H2: Irrevocable Standby Letter of Credit), in the amount of one hundred thousand dollars (\$100,000.00)
 - (c) a certified cheque or draft payable to "The City of Winnipeg", drawn on a bank or other financial institution registered to conduct business in Manitoba, in the amount of one hundred thousand dollars (\$100,000.00);
- 12.2 The successful Offerer shall provide the required Performance Security following notification of the award of the Contract by way of issuance of a Letter of Intent and prior to the commencement of any Work.
- 12.3 The City will not pay any interest on Certified Cheques furnished as Performance Security.

13. SECURITY CLEARANCE

- 13.1 Each person proposed to perform Work under the Contract, except those persons performing Work only during the installation or removal of the ISC System, shall be required to obtain a security clearance by The Winnipeg Police Service and shall be rejected if he or she fails to do so.
- 13.2 Prior to the commencement of any Work, and during the term of the Contract if additional or replacement persons are proposed to perform Work, the Contractor shall supply the Contract Administrator with the full name, date of birth, current home address and a signed authorization to conduct a security clearance for each person proposed to perform Work.
- 13.3 A criminal records search will be conducted for each person. To obtain the security clearance, the person must be free of any convictions or pending charges related to property offences or crimes against another person.

- 13.4 Any security clearance obtained thereby will be deemed valid for the duration of the Contract subject to a repeated records search pursuant to Clause 13.6.
- 13.5 The Contractor shall not permit any person to perform Work, for which security clearance is required, until the Contract Administrator has provided written confirmation that the person has obtained security clearance.
- 13.6 The Contract Administrator may, at his sole discretion, and at the City's expense, repeat a records search at any time during the term of the Contract. Any person who fails to obtain security clearance as a result of a repeated records search, shall not be permitted to perform Work under the Contract.

14. CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

- 14.1 Information provided to an Offerer by The City or acquired by an Offerer by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. To the extent permitted, The City shall treat all proposals as confidential.
- 14.2 The Offerer shall not make any statement of fact or opinion regarding any aspect of the Request for Proposals to the media or any member of the public without the prior written authorization of the Contract Administrator.
- 14.3 Information provided to the Contractor by The City or acquired by the Contractor during the course of the Work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.
- 14.4 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of The City. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, all or any part thereof without the prior written consent of the Contract Administrator.
- 14.5 The Contractor shall not make any statement of fact or opinion regarding any aspect of the Contract to the media or any member of the public without the prior written authorization of the Contract Administrator.
- 14.6 Information provided to the Contractor by The City or acquired by the Contractor during the course of the Work is confidential. The Contractor shall not disclose or appropriate to its own use, or to the use of any third party, at any time during or subsequent to the term of this Contract, any information of The City of which the Contractor has been or hereafter becomes informed, whether or not developed by the Contractor, including, but not limited to, information obtained in the course of conducting Work and the resultant evaluation reports as per Specifications Clause 9. Information and Reports of the Photo Safety Technology. This clause shall not apply, however, to such information as the Contractor may necessarily be required to disclose or use in connection with the Work, which it is obligated to perform. The City shall have the right to obtain injunctive relief, without bond, for violation of the terms of this clause and the terms of this clause shall survive the term of this Contract.
- 14.7 All photographs, images, and records of Photo Safety Technology offences that exist electronically or in hard copy are the property of The Winnipeg Police Service.

Protection of Personal Information

- 14.8 The disclosure of information by DDVL to the Contractor may include personal information governed by *The Freedom of Information and Protection of Privacy Act*. Whether or not all such information provided by DDVL to the Contractor is personal information, all information provided by DDVL to the Contractor ("DDVL Information") shall be handled in a manner consistent with the provisions of *The Freedom of Information and Protection of Privacy Act*. In this regard, the Contractor shall enter into a tri-party agreement with The City and DDVL, in a form substantially similar to that attached hereto as Appendix E: An Agreement Respecting Disclosure of Motor Vehicle Registration Information dated, 2002, with any necessary changes being made further detailing the handling of DDVL Information by the parties to that agreement.

Written Security Policy and Procedures

- 14.9 Prior to being granted access to DDVL Information, the Contractor shall establish and comply with a written policy and procedures satisfactory to DDVL and The City containing the following:
- (a) provisions for the security of personal information during its collection, use, disclosure, storage, and destruction, including measures:

- (i) to ensure the security of the personal information when a record of the information is removed from a secure designated area; and
 - (ii) to ensure the security of personal information in electronic form when the computer hardware or removable electronic storage media on which it has been recorded is being disposed of or used for another purpose;
- (b) provisions for the recording of security breaches;
- (c) corrective procedures to address security breaches.

Retention and Destruction

- 14.10 The Contractor shall retain DDVL Information until The City gives notice that such DDVL Information shall be destroyed. Destruction of DDVL Information by the Contractor shall be carried out in a manner prescribed by The City and consistent with The Winnipeg Police Service's policies. The policy will be made available for the Contractor to review.

Access Restriction and Other Precautions

- 14.11 The Contractor shall:
- (a) ensure that personal information is maintained in a designated area or areas and is subject to appropriate security safeguards;
 - (b) limit physical access to designated areas containing personal information to authorized persons;
 - (c) take reasonable precautions to protect personal information from fire, theft, vandalism, deterioration, accidental destruction or loss and other hazards;
 - (d) ensure that removable media used to record personal information is stored securely when not in use.

Safeguards for Electronic Information

- 14.12 If the Contractor maintains personal information in electronic form, it shall also:
- (a) keep an electronic record of every successful or unsuccessful attempt to gain access to personal information maintained in electronic form;
 - (b) keep an electronic record of every addition to, deletion or modification of personal information maintained in electronic form;
 - (c) ensure that every transmission of personal information maintained in electronic form is recorded; and
 - (d) regularly review the electronic record to detect any security breaches.

Authorized Access for Employee and Agents

- 14.13 *The Freedom of Information and Protection of Privacy Act* requires that the use and disclosure of personal information be limited to the minimum amount of information necessary to accomplish the purpose for which it is used or disclosed. Accordingly, the Contractor shall, for each of its employees and agents, determine the personal information that he or she is authorized to access in order to provide the Work hereunder.

Orientation and Training for Employees

- 14.14 The Contractor shall provide orientation and ongoing training for its employees and agents about the Contractor's policy and procedures referred to in Clause 14.13

Pledge of Confidentiality for Employees

- 14.15 The Contractor shall ensure that each employee and agent signs a pledge of confidentiality, in a form satisfactory to The City and DDVL, that includes an acknowledgement that he or she is bound by the policy and procedures referred to in Clause 14.13 and is aware of the consequences of breaching them.

Audit

- 14.16 The Contractor shall conduct an audit of his security safeguards at least every two years and provide the results of any such audit to the Contract Administrator(s) and DDVL.
- (a) If an audit identifies deficiencies in the Contractor's security safeguards, the Contractor shall take appropriate steps to correct the deficiencies as soon as practicable.
- 14.17 The City of Winnipeg has an inherent requirement for internal audits of all systems. The Contractor shall provide any and all assistance and/or information during an audit of the ISC System, Photo Radar System or the Offence Processing System.

Records

- 14.18 The Contractor shall maintain full and accurate records with respect to all matters covered under this Contract. The City shall have free access at all proper times to such records and the right to examine and audit the same in accordance with 14.17, and to make transcripts there from and to inspect all data, documents, proceedings and activities.

Transfer of Information

- 14.19 The Contractor shall send a request, in a mutually agreeable format, to DDVL via Internet email with a file attachment and DDVL shall supply the requested information back to the Contractor via encrypted (PGP encryption) Internet email with a file attachment.
- 14.20 Information provided by DDVL to the Contractor shall be limited to the following:
- (a) name of the registered owner;
- (b) current address of the registered owner; and,
- (c) make, model, colour and year of the vehicle captured on a photographic image by a ISC System or a Photo Radar System.

15. INSURANCE

- 15.1 The Contractor shall provide and maintain the following insurance coverage:
- (a) commercial general liability insurance, in the amount of at least five million dollars (\$5,000,000.00) all inclusive, with The City of Winnipeg being added as an additional insured, with a cross-liability clause, such liability policy to also contain a contractual liability, an unlicensed motor vehicle liability and a products and completed operations endorsement to remain in place at all times during the performance of the Work and throughout the warranty period;
- (b) automobile liability insurance for owned and non-owned automobiles used for or in connection with the Work in the amount of at least five million dollars (\$5,000,000.00) at all times during the performance of the Work and until the date of Total Performance;
- 15.2 Deductibles shall be borne by the Contractor.
- 15.3 The Contractor shall provide the Contract Administrator with a certified true copy or a certificate of insurance of each policy at least two (2) Business Days prior to the commencement of any Work on the Site but in no event later than seven (7) Calendar Days from notification of the award of Contract.
- 15.4 The Contractor shall not cancel, materially alter, or cause each policy to lapse without providing at least fifteen (15) Calendar Days prior written notice to the Contract Administrator.

16. INDEMNITY

- 16.1 The Contractor shall save harmless and indemnify The City for twice the contract price plus two million dollars, unless specifically stated otherwise in the contract documents, against all costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of acts or omissions of the Contractor, his/her Subcontractors, employees or agents in the performance or purported performance of the Work, and more particularly from:

- (a) accidental injury to or death of any person whether retained by or in the employ of the Contractor or not, arising directly or indirectly by reason of the performance of the Work, or by reason of any trespass on or damage to property;
- (b) damage to any property owned in whole or in part by The City, or which The City by duty or custom is obliged, directly or indirectly, in any way or to any degree, to construct, repair or maintain;
- (c) damage to, or trespass or encroachment upon, property owned by persons other than The City;
- (d) failure to pay and obtain a discharge of a notice of claim for lien served upon The City in accordance with the requirements of The Builders' Liens Act;
- (e) failure to pay a workers compensation assessment, or federal or provincial taxes;
- (f) unauthorized use of any design, device, material or process covered by letters patent, copyright, trademark or trade name in connection with the Work;
- (g) inaccuracies in any information provided to The City by the Contractor.

16.2 The City has the right, acting reasonably and upon notice to the Contractor, to settle any such action, proceeding, claim or demand and charge the Contractor with the amount so paid or to be paid in effecting a settlement.

16.3 The Contractor shall pay to The City the value of all legal fees and disbursements required to settle any such claim or to defend The City against any such claim, action, proceeding, claim or demand notwithstanding that the settlement or defence of the said action, proceeding, claim or demand was undertaken on behalf of The City by a salaried employee of The City.

16.4 If the Contractor fails to make any payment required to be made to The City hereunder, The City shall be entitled to deduct the amount of such payment from any payment required to be made by The City to the Contractor under the Contract or take whatever other remedies against the Contractor that The City may have at law.

17. DEFAULT AND TERMINATION

17.1 The Contractor is in breach of or in default under this Contract if, at any time:

- (a) any representation or warranty made by the Contractor is false or misleading in any material respect; or
- (b) the City is reasonably of the opinion that:
 - (i) the Contractor is not carrying out the Services in a manner acceptable to the City or in accordance with the terms and conditions of this Contract; or
 - (ii) the Contractor has failed to comply with, any of its material obligations or undertakings under this Contract;

and the Contractor, on receiving notice in writing from the City of the breach, default or failure described in clause 17.1(a) or (b) above, has failed to remedy the breach, default or failure to the satisfaction of the City within two (2) Business Days of receiving the notice, or in the event the breach, default or failure is such that it cannot be remedied within two (2) Business Days, has failed to provide to the City within two (2) Business Days of receiving the notice a plan, acceptable to the City, for remedying the breach, default or failure within a reasonable period of time; or

- (c) if any receiver or interim receiver, trustee or liquidator of all or substantially all of the Contractor's property is appointed; or if the Contractor makes an assignment for the benefit of its creditors or makes any assignment or has a receiving order made against it under the *Bankruptcy and Insolvency Act (Canada)*; or becomes bankrupt or insolvent or makes application for relief under the provisions of any statute now or hereafter in force concerning bankrupt or insolvent debtors; or takes any action whatever, legislative or otherwise, with a view to winding-up, dissolution or liquidation of the Contractor.

17.2 If the Contractor is in breach of or in default under this Contract, the City may do or require one or more of the following:

- (a) suspend or withhold any payments due, or any part thereof, until the Contractor has remedied the breach, default or failure to the satisfaction of the City;
- (b) where the breach, default or failure is not remedied in accordance with sub-clause 17.1 or is not capable of being remedied, terminate this Contract and any financial obligation of the City hereunder by giving notice in writing;

(c) where the breach, default or failure is one described in clause 17.1(c), terminate this Contract and any financial obligation of the City hereunder by giving notice in writing.

17.3 Upon notice of termination of this Contract being provided, the Contractor shall deliver to the City all reports, lists and other data and information and material utilized, collected, compiled, drawn or produced in connection with this Contract which are in its possession or under its control.

17.4 Upon notice of termination of this Contract being provided, and upon receipt of a final statement for Work rendered, the City will pay to the Contractor such amounts as the Contractor may be entitled to receive under this Contract as a payment for Work properly rendered under this Contract up to the date of the notice. The City may set off against such payment any amounts owing to it by the Contractor.

18. NOTICE

18.1 Any notice, consent, request, approval, invoice, document or other communication required or permitted to be given hereunder shall be in writing, and shall be delivered personally, sent by fax or similar transmitted message, or mailed by registered mail, postage prepaid, to the said parties at the respective addresses or fax numbers set forth hereunder, namely:

Patrol Sergeant Jon Butcher
Traffic Division
Winnipeg Police Service
151 Princess Street
Winnipeg MB R3C 2Z7
Telephone (204) 986-5445
Facsimile (204) 986-6545

18.2 All notices, requests, nominations, proposals, consents, approvals, statements, authorizations, documents or other communications required to be submitted or returned to the City Solicitor shall be sent to the following address or facsimile number:

The City of Winnipeg
Corporate Services Department
Legal Services Division
185 King Street, 3rd Floor
Winnipeg, MB R3B 1J1

Facsimile No.: (204) 947-9155

18.3 Any notice, consent, request, approval, invoice, document or other communication given as provided herein shall:

- (a) In the case of personal delivery, be deemed to have been received on the day of delivery, if a business day, or if not a business day, on the business day next following the day of delivery;
- (b) In the case of fax or similar form of transmitted message, be deemed to have been received on the next business day (except Saturdays or Sundays) following transmission; and
- (c) In the case of delivery by registered mail, be deemed to have been received on the fourth business day (except Saturdays and Sundays) following the date of mailing.

18.4 Any notice, consent, approval, statement, authorization, document or other communication required or permitted to be given by the City in this Contract may be given by the Contract Administrator unless otherwise expressly herein provided.

19. DECLARATION OF NO CONFLICT

19.1 The Contractor hereby declares that this Contract is entered into in good faith on the part of the Contractor, that no member of City Council, administrative or financial officer, director or any other officer of the City has any pecuniary interest, direct or indirect, in this Contract or any other agreement or part of an agreement, contract or commission made pursuant to this Contract or to any benefit to arise there from, and agrees that it shall forfeit all claims for payment or otherwise under this Contract if any member of City Council, administrative or financial officer, director or any other officer of the City is at any time interested therein or if any interest therein is given or

agreed to be given to it and as well shall refund to the City any monies paid to the Contractor by the City under this Contract.

- 19.2 The Contractor declares that it has not participated in any collusive scheme or combine in connection with this Contract and agrees that it shall forfeit all claims for payment or otherwise under this Contract if it should ever be established that this declaration is false and as well shall refund to the City any monies paid to the Contractor by the City under this Contract.

20. OMBUDSMAN

- 20.1 The Contractor acknowledges that the City ombudsman has the authority under *The City of Winnipeg Act*, to investigate complaints or initiate investigations concerning decisions or recommendations, acts done or omitted or procedures relating to a matter of administration in or by a municipal unit of the City, and has the authority, inter alia, to require a person (including a Contractor) to furnish information or produce a document or thing in the course of investigating such complaints or carrying out such investigations.

- 20.2 The Contractor shall promptly comply with all requests, orders or demands of the City ombudsman to furnish or produce such information, documents or things, and shall cooperate fully and promptly comply with any other request, order or demand of the City ombudsman made with the ombudsman's authority under *The City of Winnipeg Act*.

21. DISCREPANCIES

- 21.1 If the Offerer finds discrepancies or omissions in the Request for Proposal or any part thereof, or is unsure of the meaning or intent thereof, he/she shall notify the Buyer.
- 21.2 The Buyer will, if he/she deems it necessary, issue addenda to all Offerers.
- 21.3 The Offerer is advised to direct all enquiries or comments to the Buyer at least five (5) Business Days prior to the Submission Deadline to allow time for the preparation and distribution of necessary addenda.

22. PROPOSALS

- 22.1 Proposals must be in writing and must include as a minimum:
- (a) the Request for Proposal cover page completed with:
 - (i) the name and address of the Offerer;
 - (ii) the name and telephone number of a contact person authorized to represent the Offerer for the purposes of the Proposal;
 - (iii) the signature of a person or persons who have the authority to sign for the Offerer;
 - (b) responses to each clause of the Specifications which require a response (see 2.1, 2.2 and 2.3 of the Specifications);
 - (c) responses to each section within Appendix F: Work Schedules for 2002-2006 inclusive;
 - (d) a clear description of the equipment offered, service and support staff and Subcontractors proposed;
 - (e) a schedule of prices for all equipment, software and services necessary to meet the mandatory requirements of the specifications;
 - (f) a list of currently operating installations with similar climatic conditions as The City of Winnipeg (see Appendix C), complete with the type of system installed, number of years/months in use, a contact person name, telephone number and fax number for equipment being used in similar applications;
 - (g) descriptive literature and/or information demonstrating conformance to the specifications;

23. SUBMISSION OF PROPOSALS

- 23.1 The Proposal must be submitted enclosed and sealed in an envelope clearly marked with the Request For Proposals Number and the Offerers name and address. The Offerer is requested to submit one (1) original signed copy and seven (7) additional copies of the Proposal.

- 23.2 The Proposal must be submitted to the Materials Management Division at the address specified no later than the Submission Deadline.
- 23.3 Proposals received after the Submission Deadline will not be considered.
- 23.4 Proposals will not be opened or acknowledged publicly. The City will acknowledge receipt of each Proposal by written notice to the address of the Offerer as indicated in the Proposal.

24. WITHDRAWAL OF PROPOSALS

- 24.1 The Offerer may withdraw his/her Proposal without penalty at any time prior to the Submission Deadline.
- 24.2 The Proposal shall be open for acceptance, binding and irrevocable for the period of time specified on the cover page. An Offerer who withdraws his/her Proposal after the Submission Deadline but before his/her Proposal has been released or has lapsed shall be liable for such damages as are imposed upon the Offerer by law and subject to such sanctions as The City considers appropriate in the circumstances.

25. INTERVIEWS

- 25.1 The Contract Administrator may, at his/her sole discretion, interview Offerers during the evaluation process.

26. NEGOTIATIONS

- 26.1 The City reserves the right to negotiate details of the Contract with Offerers.
- 26.2 Negotiations, if any, are intended to address administrative and technical details of the Contract. The Offerer is advised to present his/her best offer, not a starting position for negotiations, in his/her Proposal Submission; The City will not necessarily pursue negotiations with any Offerer.
- 26.3 If, in the course of negotiations pursuant to 26.2 or otherwise, the Offerer amends or modifies a Proposal after the Submission Deadline, The City may consider any amended Proposal as an alternative to the Proposal as originally submitted without releasing the Offerer from the Proposal as originally submitted.

27. EVALUATION OF PROPOSALS

- 27.1 Award of this Contract will be based on the following evaluation criteria:
- | | |
|---|------------|
| (a) conformance with mandatory requirements | pass/fail; |
| (b) qualifications of the Offerer | 50%; |
| (c) features and functionality of the proposed system and work schedule | 30%; |
| (d) total evaluated cost | 20%. |

Conformance With Mandatory Requirements

- 27.2 Further to 27.1(a), The City may reject a Proposal as being non-responsive if the Proposal is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The City may reject all or any part of any Proposal or waive technical requirements if the interests of The City so require.

Qualifications of the Offerer

- 27.3 Further to 27.1(b), The City may reject any Proposal submitted by an Offerer who does not demonstrate, in his/her Proposal, in other information required to be submitted, during interviews or in the course of reference checks, that he/she is responsible and qualified. A responsible and qualified Offerer is one that meets the qualifications specified and is not suspended, debarred or in default under any contract with The City.
- 27.4 The Offerer shall:
- (a) submit, within two (2) Business Days of a request by the Buyer, proof satisfactory to the Buyer of the qualifications of the Offerer and of any proposed Subcontractor including:
- (i) proof that he/she is incorporated or otherwise authorized to do business in Manitoba;

- (ii) proof that he/she is financially capable of carrying out the terms of the Contract;
 - (iii) proof that he/she has successfully carried out works similar in scope and value, or is fully capable of performing the Work required to be done in accordance with the terms of the Contract;
 - (iv) such other pertinent data as may be required by the Buyer;
- (b) provide, on the request of the Buyer, full access to any of the Offerers equipment and facilities to confirm, to the Buyer's satisfaction, that the Offerers equipment and facilities are adequate to perform the Work.

Features and Functionality of the Proposed System

- 27.5 Further to 27.1(c), the features and functionality of the proposed system and work schedule will be evaluated considering the Offerer's Proposal or in other information required to be submitted.
- (a) Features shall be defined as all tangible aspects of the goods required, items will be evaluated considering the following:
- (i) Item performance
 - (ii) Item endurance
 - (iii) Aesthetics
 - (iv) Ease of operation
- (b) Functionality shall be defined as all intangible aspects of the Photo Enforcement Program, items will be evaluated considering the following:
- (i) Process precision
 - (ii) Speed of process
 - (iii) Capacity of process
- (c) Work Schedule will be evaluated considering the following:
- (i) Offerers comprehension of the Work required
 - (ii) Timeliness of the offerer's plan to complete each phase of the Work required.

27.6 Total Evaluated Cost

- (a) Further to 27.1(d), total evaluated cost will be evaluated considering a proposed fee structure for monthly work requirements for the Photo Enforcement Program and construction costs on a per site basis. Requirements incorporating any additional costs reasonably anticipated to be incurred by The City of Winnipeg based on the Offerer's proposed method and schedule of performing the Work. Pricing structures shall make provisions for the Processing requirements and the Construction requirements separately.
- (b) Construction costs will include the cost of installing the inductive magnetic loops, camera housings, poles and any other costs associated with their installation.
- (c) The construction portion of this work is subject to a Buildings Lien Holdback of 7.5%. This will be applied to the value of the construction and retained until total performance of the contract.
- (d) The Contractor should consider reducing its price as detailed in Specification Item 175.

Proposals that are based on a "Fee Per Offence Notice" pay structure will not be evaluated.

28. AWARD OF CONTRACT

- 28.1 The City shall not be obligated to award a Contract to an Offerer, even though one or all of the Offerers are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- 28.2 Where an award of Contract is made by The City, the award shall be made to the responsible and qualified Offerer whose Proposal is determined to be the most advantageous to The City.
- 28.3 The City will give notice of the award of Contract by way of a Letter of Intent or will give notice that no award will be made.
- 28.4 The Request for Proposal, including but not limited to the Specifications, Drawings and addenda, and the Contractor's Proposal shall be deemed to be incorporated in and to form a part of the Contract notwithstanding that they are not necessarily attached to or accompany said notice.

28.5 The name of the successful Offerer and the Contract amount will be made available, upon request, to Offerers only after award of Contract.

29. EXECUTION OF CONTRACT

29.1 The Contractor shall execute the Contract in the manner stipulated by the City Solicitor and return the Contract within seven (7) calendar days of receipt of the Contract, to the City Solicitor at the 3rd Floor, 185 King Street, Winnipeg, Manitoba R3B 1J1.

29.2 If the Contractor does not execute and return the contract as set out in 29.1, the Contractor may be deemed by the City to have abandoned the Contract whereupon the acceptance of the Bid by the City shall be null and void.

29.3 No payments will be made by the City to the Contractor until the Contractor has executed and returned the Contract as set out in 29.1.

Services and Materials to be furnished by the City

29.4 The City shall furnish the Contractor with all available necessary information, data and materials pertinent to the execution of this Contract. The City shall cooperate with the Contractor in carrying out the Work herein and shall provide adequate liaison between the Contractor and other agencies of the City.

30. MODIFICATION OF CONTRACT

30.1 This Contract may be modified by the parties hereto only by mutual agreement and by a written supplemental agreement executed by both parties. The City has sole discretion to expand the scope of the Contract upon mutual agreement of both parties or to issue a Request for Proposal for such services.

31. ASSIGNMENT

31.1 The Contractor shall not voluntarily or by operation of law assign or otherwise transfer the obligations incurred on its part pursuant to the terms of this Contract without the prior written consent of The City. Any attempted assignment or transfer by the Contractor of its obligations without such consent shall be wholly void.

32. CITY NOT OBLIGATED TO THIRD PARTIES

32.1 The City shall not be obligated or liable hereunder to any party other than the Contractor.

33. WHEN RIGHTS AND REMEDIES NOT WAIVED

33.1 In no event shall the making by the City of any payment to the Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default which may then exist, on the part of the Contractor and the making of any such payment by the City while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the City in respect of such breach or default.

33.2 The waiver by either party of any breach of any provision of this Contract shall not operate or be construed as a waiver of any subsequent breach.

34. TERMINATION OF CONTRACT – REMOVAL OF EQUIPMENT

34.1 Upon Total Performance of the Contract, the Contractor shall, unless otherwise authorized by the Contract Administrator, remove all above-ground components of the ISC Systems.

34.1.1 The Contractor shall patch and restore each Site to a condition equal to or better than the condition prior to the Work.

34.1.2 The Contractor shall promptly notify the appropriate utilities and arrange for any and all requirements to discontinue Work.

34.1.3 The Contractor shall coordinate such Work with The City, who will disconnect and remove all connections between the traffic signal equipment and the ISC System/Traffic Signal Interface.

- 34.2 The Contractor shall remove all Photo Enforcement Equipment from the construction site within ninety (90) Calendar Days of notification of termination or expiration of the Term of the Contract achieving Total Performance as per Clause 11. Total Performance.
- 34.3 Upon Total Performance of the Contract, all in-pavement and underground components of the ISC System, as well as any other components, the Contract Administrator may allow to remain, shall become the property of The City of Winnipeg.

SPECIFICATIONS

GENERAL

1. APPLICABLE SPECIFICATIONS AND STANDARD DETAILS

- 1.1 The City of Winnipeg Works and Operations Division Standard Construction Specifications in its entirety shall apply to the Work.
- 1.1.1 Division 2 – Standard Provisions, Provision CW 1100 of the City of Winnipeg Works and Operations Division Standard Construction Specifications shall apply to the Work.
- 1.2 Specifications included in the Request For Proposals shall govern over The City of Winnipeg Works and Operations Division Standard Construction Specifications.

2. RESPONSE INSTRUCTIONS

- 2.1 Further to the Instructions to Offerers, some or all of the clauses of these Specifications require a response by the Offerer using Yes and No in the area, marked by a box, provided beside the clause:

<u>Response Code</u>	<u>Definition</u>
----------------------	-------------------

Yes	The proposed equipment or service complies with the requirement.
------------	--

No	The proposed equipment or service does not comply with the requirement.
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- 2.2 In addition:

- (a) If a further response is required by an instruction, marked by an asterisk (*) to the left of the instruction, the Offerer shall respond in accordance with such instruction.

- 2.2.1 The Offerer may insert his response directly beside the instruction or provide it in a separate document included in his Proposal Submission.

- 2.2.2 If the response is provided in a separate document, the response must reference the number of the relevant clause of the Specifications. The Offerer is requested to not reiterate the clause itself in the attachment.

- 2.2.3 If the response is “No” in the specifications area, an explanation as to why the specific requirement cannot be met and why it should not be considered a disadvantage in evaluating your proposal is requested.

- 2.3 Failure to respond to a clause of the Specifications that requires a response will be interpreted as a “No” response (The proposed equipment or service does not comply with the requirement).

3. GENERAL REQUIREMENTS

General

- 3.1 The attached Appendix F: Work Schedule, will be evaluated on the Offerer's ability to evaluate what activities will be required and the time required to complete those activities. The Offerer should list all activities and dates in chronological order where applicable.

- (a) **Activity;**

(i) refers to a specific action required to facilitate the particular phase to under which it is listed.

- (b) **Responsibility;**

(i) refers to the group, or individual, the Offerer deems responsible to complete the activity listed.

- (c) **Days/Date;**

(i) refers to both the number of Calendar Days and dates required to complete the activity listed.

- (d) **Notes;**

(i) refers to any additional information required to properly evaluate the bid.

4. TESTER APPOINTMENTS

4.1 The Contractor shall provide Manitoba Justice with a list of qualified testers from which Manitoba Justice may designate such persons as certified testers.

5. INSPECTIONS

5.1 The Contractor shall provide the Contract Administrator access at the Site or Premises of the Contractor to observe and inspect the Work and its progress. The inspection herein provided shall in no way relieve the Contractor of full responsibility for the quality, proper operation and performance of the Work.

5.2 If the Contract Administrator determines that the Work, or any part thereof, is defective or deficient, The City shall have the right to provide instructions to the Contractor to repair, reconstruct, replace or otherwise remedy the defect or deficiency.

6. ACCOMPLISHMENT OF SERVICES

6.1 The Contractor shall commence, carry on and complete the Work with all practicable dispatch, in a sound, economical and efficient manner, in accordance with the provisions thereof and all applicable laws. In accomplishing the Work, the Contractor shall take such steps as are appropriate to ensure that the services involved are properly coordinated with related services being carried on within the City.

7. SIGNS

7.1 The City reserves the right to erect signs, at any location at any time during the term of the Contract, regarding the Photo Enforcement Program.

8. INFORMATION AND REPORTS

8.1 The Contractor shall provide reports regarding the status of the Work and any other related information, on a monthly basis to the Contract Administrator, in a mutually agreeable form.

9. OTHER INFORMATION

9.1 The City recognizes that the Specifications do not necessarily address all aspects of a Photo Enforcement Program.

* Provide any additional information that would be relevant to The City (e.g., additional features, planned future enhancements, etc.). The City will evaluate such information to the extent that the evaluation criteria permit.

9.2 The City will not consider payment of any charges, except those imposed after the Submission Deadline by a government or regulatory authority having jurisdiction, unless they are identified and quantified in the Proposal.

* Identify any costs which may be charged to The City by the Contractor, a government or regulatory authority, or any other party.

INTERSECTION SAFETY CAMERA REQUIREMENTS

ITEM	DESCRIPTION	Yes	No
1	The Photo Enforcement Program incorporates an Intersection Safety Camera with speed determination capabilities proven in on-the-street service for photographing red light and speeding violations.		
2	The Contractor shall use a wet film system.		
3	The system incorporates summons-processing software used for issuing summonses and/or warning notices for red light violations.		
4	The system has been proven in continuous on the street service for photographing red light running violations. List at least five (5) separate jurisdictions including contacts and date of operation, where the Intersection Safety Camera has been in operation, each for a minimum of one (1) year.		
5	The system shall not be based on the use of video cameras that record images on magnetic media or via frame grabbing hardware and software.		
6	The detection system shall use (EMF) inductive magnetic loops. Due to concern for durability and accuracy, piezo loops and video detection systems are not acceptable.		
ITEM	FUNCTIONAL REQUIREMENTS	Yes	No
7	The system shall be capable of identifying and photographing vehicles traveling through a signalized intersection on the red (red light violation) and speeding through the intersection during all three light phases of traffic control using the same inductive loop system. The system shall take two photographs of the rear of the vehicle as it proceeds through the intersection, one with the vehicle prior to the stop and one with the vehicle clearly within the intersection.		
8	Each violation will include two photographs of the violation.		
9	The system shall be installed so that each violation can be recorded by the camera unit at all times of the day, during all seasons of the year, and under varying conditions of sunlight and shadowing, and at night. The photograph shall incorporate the following views: <ul style="list-style-type: none"> a) Rear view of vehicle b) Characters and numbers on reflectorized and non-reflectorized license plates c) Superimposed Data Information d) The system must be CSA approved 		
10	The system shall be fully suitable and functional for unattended use, under climatic conditions similar to The City of Winnipeg, easy to install, service and maintain on a daily basis.		
ITEM	CAMERA HOUSING AND POLE	Yes	No
11	The Contractor will install 12 camera housings and poles in each year of a five-year contract, at locations determined by The City. The installation will include: Complete construction responsibility. Interfacing with existing traffic control signals. Obtaining the necessary permits from respective utilities. Establishment of a power source. All construction plans must conform to The City of Winnipeg Standards as per Clause 1. of the Specifications.		
12	A weather and vandal proof, lockable housing shall be provided to protect the camera unit and its ancillary equipment. <ul style="list-style-type: none"> a) Water and spray resistant with sealed access panel b) Double walled steel construction including welded joints c) Baked enamel or powder coat paint finish d) Minimum of three (3) security locks e) Housing shall mount atop the pole so as to allow both horizontal and vertical adjustment at the intersection. Pole shall be vertically manual (crown) or motorized 		

13	The housing shall be securely mounted on the top of the pole. The pole and cabinet shall have the following characteristics. <ul style="list-style-type: none"> a) 10-12 feet from ground level to base of housing b) Allow for lowering of the cabinet to street level for easy servicing c) Constructed of steel with welded joints d) Zinc dipped and enamel painted for weather protection e) Securely installed to comply with City of Winnipeg Standard mounting practices as per Clause 1. of the Specifications. f) Provide access for conduits 		
14	The cabinet shall be constructed so that the system is able to operate inside the cabinet under an outside temperature range of -30°C to +30°C and an outside humidity limit of 99 percent.		
15	The camera housing shall contain a heating system which will reduce any fogging on the windows which may obstruct the view of the camera		
16	All cable assemblies and terminal blocks shall be located within the pole housing.		
17	All terminal blocks for input from the signal controller shall be UL or CSA approved		
18	The unit shall operate on 110V AC 60Hz power supply, fused to protect the camera unit		
19	The pole shall have a terminal block readily accessible to accept the power, red light, and amber light and loop inputs.		
ITEM	THE CAMERA UNIT	Yes	No
20	The camera unit shall provide high-resolution images of the vehicle making the violation. The images shall be recorded on silver halide negatives		
21	The operation of the camera shall be microprocessor controlled and fully automatic, including the following operations: <ul style="list-style-type: none"> a) Shutter release triggered by vehicle activation of the detection system b) Aperture c) Film winding d) Flash synchronization at 1/1000 of a second e) Data Recording f) Shutter speed fixed at 1/1000 of a second 		
22	The camera unit shall be portable and easily removable from the cabinet housing. Camera units shall be interchangeable so as to allow easy relocation to other sites pre-installed with the poles, cabinets and detection zones.		
23	The camera unit shall be constructed as one single unit incorporating the camera, flash, digital loop detector, keypad, and associated electronics.		
24	Camera Unit Deployment: <ul style="list-style-type: none"> a) Year One; 12 units. b) Year Two; 12 units. c) Year Three; 6 units. d) Year Four; No New Units. e) Year Five; No New Units. 		
25	The camera unit shall be operable when placed into the housing cabinet and properly connected via Amphenol type connectors		
26	The camera unit shall provide an LCD display of the current day, date and time (24 hour clock) so that it can easily be verified that the clock is functioning and set to the correct time. Service personnel shall be able to easily set the day, date and time on the street. At a minimum, the system clock shall maintain the current time to within one (1) minute over a period of no less than seven (7) days.		
27	The camera unit shall provide for placement of filters* in front of the camera lens and the flash unit. * To compensate for Retro reflective plates, currently used in Manitoba Licence Plates.		

28	The camera lenses shall be interchangeable. Depending on the location, it may be necessary to use lenses ranging from 45mm with a viewing angle of 42° to 150mm with a viewing angle of 12°. All lenses shall be fixed focus.		
29	<p>The camera unit shall be connected to the traffic signal controller to obtain the following:</p> <ul style="list-style-type: none"> a) Contact closure of signal when traffic lights enter the amber phase. b) Contact closure of signal when traffic light enters the red phase c) Monitor and display on LCD panel the number of seconds in which the signal has been in the amber and red phase. d) Power Source (110V AC) <p>The interface between the camera unit and the traffic signal equipment shall be coupled so that there is no interference with the operation of the traffic signal equipment. Power and signal phase current shall be fused at a rating no higher than 10 amps.</p>		
30	<p>The camera unit shall allow for on site adjustment of camera activation. At a minimum, on site adjustment shall be allowed for:</p> <ul style="list-style-type: none"> a) User to specify the delay time in tenths of a second b) User to specify the time-distance interval between first and second violation photograph c) The date, day and time d) The minimum speed needed to activate camera in 1 km/h increments e) The distance between loops f) Timer operation for automatic on/off activation 		
31	<p>Two photographs shall be taken for each violation recorded by the system. The time-distance interval of exposure between the two photographs taken to record a violation shall be adjustable in tenths of a second. Adjustment shall be on site. Units that require firmware (e-prom) or software changes for adjustment are <u>not</u> acceptable.</p> <p>If a second vehicle violates the red light before the second photograph of the first violation has been taken, the second photograph shall be taken to document the violation of the second vehicle and a third photograph shall be taken to complete documentation of both the first and second violation.</p>		
32	The system shall be capable of monitoring no less than four (4) violations per each red phase.		
33	The camera unit shall be capable of counting the number of violations and traffic volumes. Traffic volumes must be counted by lane and for speed sensitive systems no less than two lanes of operation.		
34	<p>The camera shall provide the capability to calculate and monitor vehicle speed, so that violations may be recorded only when vehicles have entered the detection zone during the red light and are exceeding a user specified minimum speed.</p> <p>The minimum speed shall be adjustable to the nearest kilometer per hour within a range of zero to 50 km/h.</p>		
35	The camera unit must be capable of photographing violations at a rate of no less than 2 frames per second.		
36	<p>The camera unit shall be designed so that malfunctions can be easily identified and debugged.</p> <ul style="list-style-type: none"> a) Perform self-test on the photographic unit and flash. b) Simulate a violation being recorded for testing. c) Provide warning lights and error messages for selected malfunctions. d) Record date and time of camera shutdown in the event of a malfunction or when film runs out. 		

37	The camera unit shall be designed so that service personnel without specialized equipment can easily change the film and verify that the film has been correctly installed in the camera.		
38	<p>The camera unit shall be designed so that service personnel without specialized equipment can easily perform the following functions on the street.</p> <ul style="list-style-type: none"> a) Setting the day, date, and time (24 hour clock). b) Adjust the minimum speed for recording violation. c) Adjust for the delay time, or number of elapsed seconds (in tenths of a second) since light has turned red before violation is recorded. d) Adjust for the time-distance interval, or number of elapsed seconds (in tenths of a second) between the first and second photograph for a recorded violation. e) Set the location code. Allow for a minimum of four (4) spaces for a numeric location identification number. f) Setting for the number of hours of operation for each day of the week. g) Setting of "sleep time" for operation on a timer h) Initialize the traffic count i) Perform on-site system test including test photograph. 		
39	<p>The camera unit shall use standard 35mm film.</p> <ul style="list-style-type: none"> a) C-41 Processing b) 50-1600 ASA c) Allow for use of standard 36 exposure cassettes d) Allow the use of 30 meter rolls of film to record no less than 400 violations per roll (800 frames) 		
40	Camera unit uses Colour Film		
41	The film cartridge shall be coupled to the camera unit and easily removed for daylight loading and unloading		
42	<p>The data must be superimposed onto the negative simultaneously with the exposure of the violation photograph. Data superimposition must occur via a secondary shutter synchronized to activate along with the primary shutter.</p> <p>Systems that print the data after the violation has occurred and during film transport are <u>not</u> acceptable.</p>		
43	<p>The data box shall contain the following data information for each violation sequence.</p> <ul style="list-style-type: none"> a) Violation number b) Date (MM/DD/YY) or (DD/MM/YY) c) Time (24 hour clock) d) Direction or lane in which violation occurred e) Number of seconds amber aspect displayed f) Number of seconds red aspect displayed g) Location code h) Vehicle speed <p>Certain data elements may only be necessary on one of the two-photograph violation.</p>		
44	The system shall be capable of performing a self-test on the street. Self-testing shall be done during the green phase and recorded in the data box.		

45	At a minimum, the data recorded on the self test shall include the following: <ul style="list-style-type: none"> a) Date b) Time (24 hour clock) c) The designation of "Test" or "TST" d) The lane or direction of the test e) The pitch or loop distance for speed sensitivity f) The velocity of the vehicle captured in the test photograph g) The time-distance interval selected h) The delay time selected i) Whether front or rear detection has been selected 		
46	The camera unit shall possess a memory card capable of retaining a minimum of 6000 registrations.		
47	At a minimum the data retained for each registration on the memory card shall include the information outline in items 43 & 45.		
48	The information recorded on the Memory Card shall be easily downloadable to a PC-Compatible computer for statistical evaluation.		
ITEM	THE FLASH UNIT	Yes	No
49	The flash unit shall be fully integrated into the camera unit so as to be part of a single camera system, allowing for easy relocation of a single piece system. A flash that is independent of the camera is not acceptable.		
50	The flash unit shall be capable of providing adequate illumination for photographic violations under all light and weather conditions. <ul style="list-style-type: none"> a) For an area of up to a minimum of three (3) traffic lanes or approximately 35 feet wide at a distance of up to 150 feet. b) At varying levels of ambient light conditions. c) For both the first and second violation photographs 		
51	The flash unit shall be synchronized to the camera shutter at 1/1000 of a second		
52	The flash shall be capable of operation in the following modes: <ul style="list-style-type: none"> a) Automatic – Flash activated when ambient light conditions dictate via photoelectric cell b) Manual – Flash activated for all photographs, no matter what ambient light conditions are present. 		
53	Flash intensity shall be selectable on the street with a maximum intensity of 200 W/s. At a minimum, the flash shall allow for three (3) selections (High, Medium, Low) the highest not to exceed 200 W/s.		
54	At certain locations additional flash units may be necessary to provide adequate illumination for photographing violations. In such cases the primary flash via a wired RF or infrared sync impulse shall activate the secondary flash.		
55	The flash shall be of full flash within 0.5 seconds of a previous discharge		
56	The flash must have a second flash of higher or equal intensity than the first flash.		
ITEM	VEHICLE DETECTION SYSTEM	Yes	No
57	Digital Inductive loop detectors shall be used for vehicle detection. The loop detectors shall have the following features: <ul style="list-style-type: none"> a) Automatic self tuning b) Self Adjusting c) Automatic recovery outputs d) Four (4) channel outputs e) Individual pitch setting for each monitored lane f) Must be able to recognize individual vehicle profile as part of the process for speed determination to ensure accurate vehicle identification 		
58	The Digital loop detector shall be incorporated into the one-piece camera unit to allow for easy relocation between enforcement sites		

59	The digital loop detector control unit shall be installed to allow service personnel to easily initialize and adjust detector setting on the street.		
60	No more than two (2) loops are to be installed per each lane and/or direction.		
61	The digital detector shall be capable of proper detection of vehicles with loop distances (center – center) between 2.0 to 5.0 meters.		
62	The detector system must be direction sensitive.		
63	The detector system must be speed sensitive.		
ITEM	POWER SUPPLY	Yes	No
64	The system shall operate under a main power supply voltage of 115V AC (10%) and 60 Hz (2%)		
65	Backup power shall be provided so that the system clock and other data elements displayed on the photograph are maintained for a minimum of seven (7) days in the event of a main power supply failure.		
66	The system power supply shall be protected by fuse or breaker rated at no more than 10 amps.		

PHOTO RADAR REQUIREMENTS

ITEM	DESCRIPTION	Yes	No
67	The Photo Radar Requirements include five (5) vehicles and one (1) spare wired to support the Photo Radar equipment.		
68	Vehicles shall be newer models, suitable to The City of Winnipeg.		
69	Vehicles shall be operational within 30 calendar days of the first Safety Camera's functionality.		
70	Vehicles shall not be out of service for more than a twenty- four (24) hour period.		
71	The Photo Radar Enforcement System has been successfully installed and is in operation at no less than five (5) different geographic locations with climatic conditions similar to The City of Winnipeg.		
72	The system incorporates summons-processing software used for issuing summonses and/or warning notices for speeding offenses. Please list separately at least two (2) clients where the proposed summons-processing system is used to enforce photo enforcement-evidenced traffic violations, and provide contact people for each client.		
ITEM	FUNCTIONAL REQUIREMENTS	YES	NO
73	The system shall be capable of identifying vehicles traveling through a radar beam, and taking a photograph of each vehicle traveling in excess of a predetermined speed threshold.		
74	The system shall be capable of operation and record violations at all times of the day and night, during different seasons of the year, and under varying conditions of sunlight and shadowing. The photograph shall incorporate the following views: a) View of the rear of the vehicle. b) Characters and numbers on reflectorized and non-reflectorized license plates c) Superimposed Data Information		
75	The system shall be fully suitable and functional for use under all weather conditions and must have been tested to a minimal temperature of (-30° C).		
76	The system shall be easy to install, as well as service and maintain on an up to daily basis.		
77	The Photo Radar unit must be constructed in a component configuration so that each component is separate from the other. At a minimum the component units must include the following: 1) Camera Unit 2) Control Unit 3) Antenna Unit 4) Flash Unit 5) Energy Box or Power Unit		
78	The photo radar system must have obtained UL or CSA certification prior to submission of the reply (provide documentation)		
ITEM	THE RADAR CONTROL UNIT	Yes	No
79	The radar control unit shall be constructed as a single ruggedized component.		
80	The radar control unit shall have individual buttons used for the following specific functions: a) On/Off Button b) Direction Switch c) Radar Range Switch d) Speed Threshold Inputs in 1 km/h increments e) Test Button		
81	The radar control unit shall have a LCD window in which the speed of each passing vehicle is displayed.		

82	The radar control unit shall allow for direction setting by the use of easily accessed, adjustable, system. Directions setting must allow for the following options: a) Approaching traffic b) Receding traffic c) Simultaneous detection of both approaching and receding traffic		
83	Range setting must be easily adjustable for the following ranges: a) Low - Up to 2 lanes b) High - Up to 4 lanes		
84	The radar control unit shall allow the operator to enter the minimum speed threshold at which a violation will be detected and photographed. Threshold setting shall be in increments of 1 km/h.		
85	The radar control unit must allow for Digital Signal Processing of reflective radar signal.		
86	All software needed to control the radar system and calculate the speed of vehicle in the beam must be incorporated into the control unit. All software must reside in the firmware (e-prom) of the control unit. DSP software cannot be downloadable to the control unit via floppy disk.		
87	<p>The radar control unit shall have a single test button that when activate will initiate a test sequence which will test the control unit, radar, camera as well as all associated software and connections. The activation of the test button will result in a photograph to verify that the operator had performed the test sequence.</p> <p>The Unit shall be provided with a built-in test signal to simulate a measurement. The test signal shall be independent of the measuring circuit, and shall be capable of measuring the function and accuracy of all circuits from the sensor input or radar head. The test signal may operate automatically when the equipment is switched on, but it shall also be available for manual operation (test button). When the test signal operates a camera the image shall clearly show that the test signal has been generated</p> <p>At a minimum, the data recorded on the self test photograph shall include the following: 1) Date 2) Time (24 hour clock) 3) The designation of "Test" or "TST" 4) Patrol Vehicle Speed</p>		
88	In the event that a test sequence is not properly completed, the unit will not be capable of proceeding to the enforcement stage. A series of error messages must be displayed to inform the operator of the problem with the unit.		
89	The control unit shall have a LED indicator displaying the battery power level		
90	The control unit must posses the capability of generating an audio Doppler tone.		
91	The audio Doppler tone must have the capabilities of volume control.		
92	Power Supply 12V DC (10.8 - 15V DC)		
93	The control unit must be fused to prevent any damage to the electronic components and sub system in the event of any power surge and/or cross wiring		
ITEM	THE CAMERA UNIT	Yes	No
94	The camera unit shall provide high-resolution images of the vehicle making the violation. The images shall be recorded on 35mm silver halide film.		

95	The system is not based on the use of video cameras that record images on magnetic media or via frame grabbing hardware and software		
96	The operation of the camera shall be microprocessor controlled and fully automatic, including the following operations. a) Shutter release b) Aperture c) Film winding d) Flash synchronization at 1/1000 of a second e) Data Recording f) Shutter speed fixed at 1/1000 of a second		
97	The camera unit must allow for the use of standard 36 exposure film cassettes.		
98	The camera unit shall use standard 35 mm film, including (at a minimum): 1) C-41 Processing 2) 50-1600 ASA 3) Allow for use of standard 36 exposure cassettes 4) Allow the use of 30-meter rolls of film to record no less than 800 violations per roll.		
99	Camera unit uses Colour Film		
100	The film cartridge shall be coupled to the camera unit and easily removed for daylight loading and unloading.		
101	The camera unit shall provide for placement of filters* in front of the camera lens, and the flash unit. * To compensate for Retro reflective plates, currently used in Manitoba Licence Plates.		
102	The camera unit shall be synchronized with a flash unit at 1/1000 of a second. The flash unit must have the ability to be used in either manual or automatic modes.		
103	The camera unit shall record data information pertinent to each violation in a clear, concise fashion that will not interfere, in any manner, with the photo image.		
104	The data must be superimposed onto the negative simultaneously with the exposure of the violation photograph. Data superimposition must occur via a secondary shutter synchronized to activate along with the primary shutter. Systems that print the data after the violation has occurred and during film transport are <u>not</u> acceptable.		
105	The data box shall contain the following data information for each violation sequence. 1) Date (MM/DD/YY) or (DD/MM/YY). 2) Time (24-hour clock). 3) Direction of travel (approaching or receding) 4) Patrol Vehicle Speed 5) Offenders Overtaking Speed 6) Total Violation Speed 7) Film Roll Number 8) Officers I.D. Number 9) Location Code 10) Information Window for each location utilized.		
106	The camera unit shall incorporate an Automatic Diaphragm Control Unit with film sensitivity settings of 25 - 1600 ASA (ISO)		
107	The camera unit must be capable of photographing violations at a rate of no less than 2 frames per second.		
108	The camera lenses shall be interchangeable. Depending on the location, it may be necessary to use lenses ranging from 45 mm with a viewing angle of 42° to 150 mm with a viewing angle of 12°. All lenses shall be fixed focus.		
109	The camera lens shall be of a fixed focus design		
110	The camera unit shall possess a memory card capable of retaining a minimum of 6000 registrations.		

111	At a minimum the data retained for each registration on the memory card shall include the information outline in item 105.		
112	The information recorded on the Memory Card shall be easily downloadable to a PC-Compatible computer for statistical evaluation.		
113	The Camera unit shall possess a LCD display allowing the officer to view the following: 1) Date 2) Time 3) Frame Number 4) Speed of last vehicle		
114	All alphanumeric changes to the camera unit shall be accessible to the user in a simple, straightforward manner. Data entry must be prompted via a menu driven configuration displayed on the cameras LCD display.		
115	The camera unit and associate components must be separately fused to prevent electric damage in the event of power surges and/or cross wiring.		
ITEM	THE RADAR ANTENNA	Yes	No
116	The radar antenna shall be constructed as a single ruggedized unit.		
117	The radar antenna must be mounted outside of the passenger compartment		
118	The radar antenna must be of a slotted wave guide design, projecting a beam across the road		
119	The radar antenna must project a narrow beam across the road at a 20° angle to the flow of traffic (+/- 2°).		
120	In the horizontal plane the -3dB beam width shall be no greater than 5°(± 1°). Any side lobes shall be at least -15dB relative to the maximum value of the main lobe. In the vertical plane the -3dB beam width shall be no greater than 22°, and the front to back ratio shall be at least 30dB (provide documentation).		
121	The antenna must be mounted at right angle to the flow of traffic. The 20° angle of the cross-the-road beam must be created by the antenna. Systems that require that the antenna point at the prescribed angle across the road are not permitted.		
122	The radar antenna must transmit at the radio frequency designated as K-band with a corresponding a frequency of 24.125 Ghz ± 25 MHz		
123	The radar unit must have an approved speed measuring range of 20 - 240 km/h		
124	The radar antenna must be capable of operation at temperatures as low as -30° C.		
125	The radar unit must conform to radiation standards in Canada. (Provide documentation)		
126	The radar unit must transmit at a power level no higher than 2mw.		
127	The radar antenna must be capable of monitoring traffic from either side of the road		
128	Power supply 12V DC (10.8 - 15V DC)		
ITEM	THE FLASH UNIT	Yes	No
129	The flash unit should be composed of two components. A flash generator, and a flash head.		
130	The flash head shall have a diameter no greater than 17 cm.		
131	The flash head must be fully weather proof and mounted outside of the passenger compartment, capable of operation at -30°C.		
132	The flash bulb (strobe) shall have a life expectancy of no less than 50,000 flashes.		
133	The flash bulb shall be protected from overheating in the event of multiple discharges within a short period of time.		
134	The flash unit shall be capable of providing adequate illumination for photographic violations under all light and weather conditions. 1) For an area of up to four traffic lanes. 2) At varying levels of ambient light conditions.		
135	The flash unit shall be synchronized to the camera shutter at a minimum of 1/1000 of a second.		

136	The flash shall be capable of operation in the following mode(s): 1) Automatic - Flash activated when ambient light conditions dictate via photoelectric cell. 2) Manual - Flash activated for all photographs, no matter what ambient light conditions are present.		
137	Flash intensity shall be selectable on the street with a maximum intensity of 300 W/s. At a minimum, the flash shall allow for two (2) selections (High & Low) the highest not to exceed 300 W/s.		
138	The flash must be fully rechargeable within 0.5 seconds of a previous discharge.		
139	The flash generator must possess a "test" button to allow the operator to test the flash without the use of the camera.		
140	The flash generator must be powered by no more than 12V with a current draw of no more than 30A.		
ITEM	POWER SUPPLY	Yes	No
141	Power to the radar system must be provided by means of a rechargeable external power source. Systems that require the use of the vehicles electrical system to power the Photo Radar unit are not permitted.		
142	The rechargeable power supply must, at a minimum contain the following: 1) A rugged leak proof plastic housing 2) A trickle charger operable at 110 V AC (60Hz) 3) Amphenol type output sockets to connect to the Photo Radar system. The outputs must be protected against cross connection. 4) At a minimum the power supply must last at least eight (8) hours per charge. 5) Recharge time shall not exceed 10 hours.		
143	The internal batteries of the power supply pack shall be sealed lead acid types with power ratings of 12V, 26 Ah.		
144	The power pack shall be fused to protect the Photo Radar unit, and the charger unit from any cross wiring and or power surges.		
145	The power pack must not allow for the operation of the Photo Radar unit while it is being recharged.		

SPEED TRAILER REQUIREMENTS

ITEM	GENERAL REQUIREMENTS	Yes	No
146	The Photo Radar System shall include a mobile trailer equipped with Photo Radar to provided unmanned enforcement capabilities at construction sites.		
147	The Speed Trailer shall be operational within six (6) months of successful deployment of the Intersection Safety Camera.		
148	The trailer will be constructed in such a fashion that a City Service Vehicle will not require any special towing package, it can be towed from location to location. The trailer shall have the required lighting and auxiliary braking equipment as specified by the Manitoba Highway Traffic Act.		
149	The trailer will be constructed in such a fashion that it can be set-up, leveled, secured and broken-down at each location by a single person.		
ITEM	FUNCTIONAL REQUIREMENTS	Yes	No
150	The system shall be capable of identifying vehicles traveling through a radar beam, and taking a photograph of each vehicle traveling in excess of a predetermined speed threshold.		
151	The system shall be capable of operation and record violations at all times of the day and night, during different seasons of the year, and under varying conditions of sunlight and shadowing. The photograph shall incorporate the following views: <ul style="list-style-type: none"> a) View of the rear of the vehicle. b) Characters and numbers on reflectorized and non-reflectorized license plates c) Superimposed Data Information 		
152	The system shall be fully suitable and functional for unattended use, under all weather conditions, and will further be easy to set-up, as well as service and maintain on a daily basis.		
153	The trailer shall have a number of components that together form a functional freestanding photo radar trailer. The components consist of: <ul style="list-style-type: none"> 1) Speed Display Board with separate K-Band radar antenna 2) Radar Control Unit 3) Camera Unit 4) Antenna Unit 5) Flash Unit 6) Secure Housing for Radar Control Unit and Camera Unit 7) Gas Generator to provide power to unit (electric power will not be accepted) 8) Trailer Security System 		
ITEM	SPEED DISPLAY BOARD	Yes	No
154	The speed display board shall have an LCD display that is clearly visible to approaching traffic to alert motorists of their speed. Beside the LCD display shall be an area to mount a metal speed limit sign to notify motorists of the posted speed limit in the area being monitored.		
155	The speed display board shall display the speed obtained by a mounted K Band Radar Antenna utilizing down-the-road beam path with an adjustable sensitivity setting. The K Band Radar unit attached to the Display Board shall have Digital Signal Processing capabilities.		
156	The Speed Display Board Radar will be completely separate from the Photo Radar Unit used in conjunction with the Camera Unit for enforcement of speeding violations.		
ITEM	RADAR CONTROL UNIT	Yes	No
157	The Radar Control Unit shall conform to the requirements as specified in items 79 through 93 of the Photo Radar Requirements		

ITEM	CAMERA UNIT	Yes	No
158	The Camera Unit shall conform to the requirements as specified in items 94 through 115 of the Photo Radar Requirements		
ITEM	THE ANTENNA UNIT	Yes	No
159	The Antenna Unit shall conform to the requirements as specified in items 116 through 128 of the Photo Radar Requirements		
ITEM	THE FLASH UNIT	Yes	No
160	The Flash Unit shall conform to the requirements as specified in items 129 through 140 of the Photo Radar Requirements		
ITEM	SECURE HOUSING FOR RADAR CONTROL/CAMERA UNIT	Yes	No
161	A weather and vandal proof, lockable housing shall be provided to protect the radar control/camera unit and its ancillary equipment.		
162	The cabinet shall be constructed so that the system is able to operate inside the cabinet under an outside temperature range of -30°C to +30°C and an outside humidity limit of 99 percent.		
163	The camera housing shall contain a heating system to reduce any fogging on the windows which may obstruct the view of the camera		
164	The unit shall operate on 110V AC 60Hz power supply, fused to protect the camera unit		
ITEM	GAS GENERATOR	Yes	No
165	The Gas Generator shall be housed in a cabinet that is locked and ventilated and shall be of sufficient size to produce enough 110V AC 60Hz power to run all components of the Photo Radar Trailer for an extended period of unattended use.		
ITEM	TRAILER SECURITY SYSTEM	Yes	No
166	The Photo Radar Trailer must have a security component on the wheels (example: Denver Boot) to allow it to be left unattended at various locations and prohibit theft of the trailer.		

OFFENCE PROCESSING REQUIREMENTS

ITEM	DESCRIPTION	Yes	No
167	The Contractor shall maintain and operate an Offence Processing Center in Winnipeg, Manitoba		
168	Hours of operation required of the processing center shall be a minimum of 8:30 a.m. till 4:30 p.m. on Business Days.		
ITEM	GENERAL REQUIREMENTS	Yes	No
169	The Contractor shall process Offence Notices by: <ul style="list-style-type: none"> a) Processing data and photographs of offences b) Obtaining vehicle registered owner information c) Preparing Offence Notices d) Filing Offence Notices with The Winnipeg Police Service and the Courts. e) Issuing Offence Notices f) Provide evidence required by the Courts. Must be in machine readable format. 		
170	The Contractor shall process all collected data from the Intersection Safety Camera and Photo Radar Systems, whether related to an offence or not, for analysis and management purposes		
171	The Contractor shall provide an Offence Processing System and procedures which shall: <ul style="list-style-type: none"> a) process and record all photographs related to offences and all collected data, whether related to an offence or not b) ensure that an Offence Notice is issued when and only when the data, the photographs and the circumstances meet all specified requirements c) obtain vehicle registered owner information electronically d) prepare Offence Notices electronically e) file Offence Notices with The Winnipeg Police Service and the Courts electronically f) issue Offence Notices by mail track for each Offence Notice <ul style="list-style-type: none"> I. when it was created II. when it was filed with The Winnipeg Police Service and the Courts III. when and where it was mailed and who performed the task g) generate Court Packages as specified in items # 185 & 186 h) interface with The Winnipeg Police Service and Courts i) manage all photographs and collected data, and information regarding offence processing j) generate management and statistical reports k) information must be made available via contractors data base or thru a depository. The Contractor shall not be permitted direct access to Manitoba Justice system. 		
172	The Contractor shall supply The Winnipeg Police Service with operational policies and procedure manuals that will be followed by personnel for the Intersection Safety Camera, Photo Radar, and Offence Processing Systems. The Winnipeg Police Service and Courts must approve policies and procedure manuals prior to the implementation of the Intersection Safety Camera and Photo Radar Systems		
ITEM	METRIC UNITS	Yes	No
173	The Offence Processing System shall use the metric system when indicating measurements, e.g., Speed and distance		
ITEM	PROCESSING CENTER	Yes	No
174	The Contractor shall operate a processing center located within The City of Winnipeg and shall be fully operational within 100 calendar days of contract execution.		

175	The Contractor shall, within 30 calendar days of contract execution, prior to the establishment of a processing center in Winnipeg be able to process and issue summonses for all listed offences in Bill 3 Highway Traffic Amendment and Summary Convictions Amendment Act (Appendix D) from a Canadian facility. In lieu of the ability to issue and process remotely the Contractor must provide a fee schedule that reflects the absence of incoming revenue to The City for that duration of time.		
176	As the participation of the Police is integral to the processing framework, for continuity and ease of communication purposes the Contractor shall provide within the processing center suitable facilities for two members of The Winnipeg Police Service.		
177	The City also requires the Contractor to provide suitable parking space for all Photo Radar Vehicles and Speed Timing Trailer within or adjacent to the processing center.		
178	The Contractor shall also provide suitable space for photo Radar operators to function prior to, during and after a prescribed shift.		
ITEM	OFFENCE PROCESSING – GENERAL	Yes	No
179	The Contractor shall process photographic film related to each offence and all collected data, whether related to an offence or not.		
180	The Contractor shall issue an Offence Notice for an Intersection Safety Camera offence for red light Violation when and only when: <ul style="list-style-type: none"> a) both of the two photographs of the offence clearly display; <ul style="list-style-type: none"> I. the rear of the offending vehicle II. at least one traffic control signal displaying the red light being disobeyed III. a legible data section showing all required data b) at least one of the two photographs of the offence clearly displays <ul style="list-style-type: none"> I. a legible license plate II. a legible data section showing all required data (the vehicle speed may be only on one photograph and the location code may be only on one photograph) c) the Intersection Safety Camera System passed all aspects of the last test before and the first test after the offence and, d) it has been verified that no specified exemptions apply. 		
181	The Contractor shall issue an Offence Notice for an Intersection Safety Camera offence for a Speeding Violation when and only when: <ul style="list-style-type: none"> a) both of the two photographs of the offence clearly display; <ul style="list-style-type: none"> I. the rear of the offending vehicle II. at least one traffic control signal is displayed showing the light phase. III. a legible data section showing all required data b) at least one of the two photographs of the offence clearly displays <ul style="list-style-type: none"> I. a legible license plate II. a legible data section showing all required data (the vehicle speed may be only on one photograph and the location code may be only on one photograph) c) the Intersection Safety Camera System passed all aspects of the last test before and the first test after the offence and, d) it has been verified that no specified exemptions apply. 		
182	The Contractor shall issue an Offence Notice for a Photo Radar offence when and only when: <ul style="list-style-type: none"> a) the photograph of the offence clearly displays; <ul style="list-style-type: none"> I. the rear of the offending vehicle II. a legible data section showing all required data III. a legible license plate. b) it has been verified that no specified exemptions apply. 		

ITEM	VEHICLE REGISTERED OWNER INFORMATION	Yes	No
183	The Contractor shall obtain vehicle registered owner information electronically from DDVL. The Contractor shall bear any costs incurred to access information. The Contractor shall be responsible to satisfy DDVL that the requirements respecting Disclosure of Motor Vehicle Registration Information can be met and all proper safety encryption for information exchange over the Internet can be complied with. The Contractor may be required to provide two (2) references in which similar required tasks have been successfully performed.		
ITEM	OFFENCE NOTICE	Yes	No
184	The Offence Notice shall: <ul style="list-style-type: none"> a) be printed on the form approved by the Province of Manitoba (This form is in development and the Contractor will be required to assist in final development) b) be filed with The Winnipeg Police Service and the Courts electronically prior to issuance to the registered owner of the vehicle; and c) be sent to the registered owner of the vehicle as Standard Letter Mail with Canada Post, post marked within ten (10) days of the offence. 		
185	The Contractor shall not include any attachments or enclosures with the mailed Offence Notice without the prior approval of the Contract Administrator.		
ITEM	THE WINNIPEG POLICE SERVICE AND COURTS INTERFACE	Yes	No
186	The Offence Processing System will be in electronic format with the Police and the Courts. Appropriate systems will be created by the Contractor for communication between the Police, Courts and the Contractor. Software applications will be reviewed and approved by the information management representatives of the Police and the Courts.		
187	The Offence Processing Police and Courts Interface shall; <ul style="list-style-type: none"> a) be capable of communicating between the Contractor, the Police and the Courts to electronically exchange information b) comply with desktop standards of the Provincial Courts and the Police if they are placed within those offices. c) allow the Provincial Courts to amend and print files applicable to the Court process; d) allow the Police to view all information regarding their jurisdictional files and print information and reports as required 		
188	The Contractor shall provide; <ul style="list-style-type: none"> a) two (2) stand alone Personal Computers (PCs) and one (1) printer in the Winnipeg Court; b) one (1) stand alone PC and one (1) printer with The Winnipeg Police Service An approved equal or alternative depending on options available for interfacing with Provincial Courts and The Winnipeg Police Service.		
189	The Offerer shall provide an itemized list of the equipment proposed to be provided for each location		
190	The software used for the Offence Processing System should be developed and have been in use for a minimum of three (3) years. References Required.		
191	The Offerer shall provide details of software and where it is currently in use.		
ITEM	EVIDENCE – GENERAL	Yes	No
192	The Contractor shall provide evidence if any charge, with respect to a red light or speeding otherwise, is laid where an Intersection Safety Camera or Photo Radar Unit photograph is involved.		

ITEM	COURT PACKAGE	Yes	No
193	<p>If notified that a trial has been set by the Court regarding an offence captured on an Intersection Safety Camera, the Contractor shall create a Court package consisting of;</p> <ul style="list-style-type: none"> a) for each of the two photographs of the offence; <ul style="list-style-type: none"> I. one (1) photograph printed directly from the original negative and two (2) colour copies of the photograph or II. three (3) photographs printed directly from the original negatives b) all required offence data c) Intersection Safety Camera Field Technician Certificate or, if acceptable by the Court, a certified true copy. d) Intersection Safety Camera System Technician Certificate or, if acceptable by the Court, a certified true copy. e) Engineer Certificate or, if acceptable by the Court, a certified true copy. f) any other information required by the Court 		
194	<p>If notified that a trial has been set by the Court regarding an offence captured by a Photo Radar Unit, the Contractor shall create a Court package consisting of;</p> <ul style="list-style-type: none"> a) one (1) photograph printed directly from the original negative and two (2) copies of the photograph or b) three (3) photographs printed directly from the original negative c) all required offence data d) any other information required by the Court 		
195	<p>The Contractor shall deliver the Court package to the designated Court office within five (5) business days of the notification</p>		
ITEM	EXPERT WITNESSES	Yes	No
196	<p>The Contractor shall, upon request, provide the services of expert witnesses to;</p> <ul style="list-style-type: none"> a) provide evidence regarding the technical functions of the Intersection Safety Camera and Photo Radar Systems and their components, and their accuracy and reliability b) consult with Department of Justice employees c) as required, provide resumes of each proposed expert witness, describing the individuals experience testifying as an expert witness for Photo Enforcement Programs. 		
ITEM	STORAGE AND CARE	Yes	No
197	<p>The Contractor Shall;</p> <ul style="list-style-type: none"> a) maintain a proper documented chain of evidence in accordance with Canadian Law and the policy of The Winnipeg Police Service b) maintain all evidence files and negatives for a period of no less than nine (9) months c) maintain files where no actions are taken until receiving approval from the Contract Administrator's to delete 		
ITEM	INFORMATION MANAGEMENT – GENERAL	Yes	No
198	<p>The Contractor shall store and maintain all information and photographs for a period of no less than nine (9) months</p>		
199	<p>Information and photographs shall not be deleted without the prior approval of the Contract Administrator</p>		
ITEM	DATABASE	Yes	No
200	<p>The Contractor shall maintain an electronic database with all of the data and images collected from each Intersection Safety Camera and Photo Radar Unit offence.</p>		

201	<p>The database at a minimum shall;</p> <ul style="list-style-type: none"> a) maintain files and images for a period of no less than nine (9) months b) store all of the following data so it can be used as a management and statistical tool; <ul style="list-style-type: none"> i) all data captured by the Intersection Safety Camera and Photo Radar Unit ii) all registered vehicle owner information iii) any other information required to prepare the Offence Notice iv) all images captured by the Intersection Safety Camera and Photo Radar Unit . c) back up all data stored in the database at a secure second location approved by the Contract Administrator *The Offerer shall describe the proposed method of backup, the proposed backup location and the proposed security measures. 		
ITEM	TRACKING AND REPORTS	Yes	No
202	The Contractor shall use a computerized system for tracking and reporting all relevant information recorded by the Intersection Safety Camera and Photo Radar Unit System and generated as a result of offence processing		
203	<p>The system at a minimum will be capable of;</p> <ul style="list-style-type: none"> a) generating monthly, quarterly, and annual reports for the first year of operations. In subsequent contractual years the system shall be capable of generating monthly and annual reports. Reports must be generated no later than ten (10) business days following the end of the month. The reports generated must include at a minimum the following; <ul style="list-style-type: none"> i) number of offences recorded ii) number of offences where Offence Notices were not prepared iii) breakdown for reasons for non-issuance iv) Offence Notices prepared and mailed v) Court hearing scheduled and held vi) Disposition of Court hearings vii) Camera equipment hours of service, hours out of service, and film run outs viii) Number and description of camera or other equipment malfunctions ix) Average number of days elapsed between date of offence and date that Offence Notice was mailed to the registered owner b) generating a monthly traffic volume and speed report of all available data for all traffic movement 		
204	Reports will be provided to The City in a format approved by the Contract Administrator		
ITEM	INTERSECTION SAFETY CAMERA FIELD TECHNICIANS	Yes	No
205	The Contractor shall provide Intersection Safety Camera Field Technicians meeting, as a minimum, the requirements specified in Appendix A		
206	There shall be a minimum of one (1) Field Technician per twenty (20) cameras		
ITEM	INTERSECTION SAFETY CAMERA SYSTEM TECHNICIAN	Yes	No
207	The Contractor shall provide an Intersection Safety Camera System Technician, meeting, as a minimum, the requirements specified in Appendix A		

208	Section 257.1 of The Highway Traffic Act provides for appointment of a tester by the Minister of Highways. The Intersection Safety Camera System Technician shall be the tester. These testers shall be employees of the Contractor or a subcontractor. A tester shall provide evidence, both verbally and certificate, for court purposes as to the accuracy and proper functioning of the Intersection Safety Camera.		
ITEM	ORIENTATION	Yes	No
209	At the request of the Contract Administrator, the Contractor shall provide an in-depth program overview.		
ITEM	TRAINING	Yes	No
210	The Offerer will complete and submit a proposal listing methods for training a minimum of two (2) members of The Winnipeg Police Service in the use of equipment or as required to a maximum of six (6) members over the period of the contract.		
ITEM	PUBLIC EDUCATION REQUIREMENTS	Yes	No
211	The Photo Enforcement Program includes a public education/awareness program The Contractor shall have to provide proposals to participate in, and maintain a public education/awareness program component for the duration of the contract in conjunction with the client.		

APPENDIX A

MINIMUM PERSONNEL REQUIREMENTS

INTERSECTION SAFETY CAMERA FIELD TECHNICIAN

- A1. The Intersection Safety Camera Field Technician shall:
- (a) Be appointed by the Minister of Highways – The Highway Traffic Act Section 257.3(1);
 - (b) Be authorized to complete a certificate as outlined under The Highway Traffic Act Section 257.3(2);
 - (c) Have an Intersection Safety Camera Field Technician Certificate;
 - (d) Be employed and certified by the Contractor or a Subcontractor; and
 - (e) Testify in Court when required.

INTERSECTION SAFETY CAMERA SYSTEM TECHNICIAN

- A2. The Intersection Safety Camera System Technician shall:
- (f) Be appointed by the Minister of Highways – The Highway Traffic Act Section 257.3(1);
 - (g) Be authorized to complete a certificate as outlined under the Highway Traffic Act Section 257.3(2);
 - (h) Have an Intersection Safety Camera System Technician certificate;
 - (i) Be employed and certified by the Contractor or a Subcontractor;
 - (j) Testify in Court when required.

APPENDIX B

FORM H1: PERFORMANCE BOND
(See 12)

KNOW ALL MEN BY THESE PRESENTS THAT

_____ ,
(hereinafter called the "Principal"), and

_____ ,
(hereinafter called the "Surety"), are held and firmly bound unto **THE CITY OF WINNIPEG** (hereinafter called the "Obligee"), in the sum of

_____ dollars (\$_____.)

of lawful money of Canada to be paid to the Obligee, or its successors or assigns, for the payment of which sum the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS the Principal has entered into a written contract with the Obligee dated the

_____ day of _____, 20____, for:

RFP NO. 160-2002

SUPPLY, INSTALLATION AND OPERATION OF PHOTO ENFORCEMENT PROGRAM

which is by reference made part hereof and is hereinafter referred to as the "Contract".

NOW THEREFORE the condition of the above obligation is such that if the Principal shall:

- (a) carry out and perform the Contract and every part thereof in the manner and within the times set forth in the Contract and in accordance with the terms and conditions specified in the Contract;
- (b) perform the Work in a good, proper, workmanlike manner;
- (c) make all the payments whether to the Obligee or to others as therein provided;
- (d) in every other respect comply with the conditions and perform the covenants contained in the Contract; and
- (e) indemnify and save harmless the Obligee against and from all loss, costs, damages, claims, and demands of every description as set forth in the Contract, and from all penalties, assessments, claims, actions for loss, damages or compensation whether arising under "The Workers Compensation Act", or any other Act or otherwise arising out of or in any way connected with the performance or non-performance of the Contract or any part thereof during the term of the Contract and the warranty period provided for therein;

THEN THIS OBLIGATION SHALL BE VOID, but otherwise shall remain in full force and effect. The Surety shall not, however, be liable for a greater sum than the sum specified above.

AND IT IS HEREBY DECLARED AND AGREED that the Surety shall be liable as Principal, and that nothing of any kind or matter whatsoever that will not discharge the Principal shall operate as a discharge or release of liability of the Surety, any law or usage relating to the liability of Sureties to the contrary notwithstanding.

IN WITNESS WHEREOF the Principal and Surety have signed and sealed this bond the

_____ day of _____, 20____.

SIGNED AND SEALED
in the presence of:

(Witness)

(Name of Principal)

Per: _____ (Seal)

Per: _____

(Name of Surety)

By: _____ (Seal)
(Attorney-in-Fact)

**FORM H2: IRREVOCABLE STANDBY LETTER OF CREDIT
(PERFORMANCE SECURITY)**
(See 12)

(Date)

The City of Winnipeg
Corporate Services Department
Legal Services Division
185 King Street, 3rd Floor
Winnipeg MB R3B 1J1

RE: **PERFORMANCE SECURITY – RFP NO. 160-2002**

SUPPLY, INSTALLATION AND OPERATION OF PHOTO ENFORCEMENT PROGRAM

Pursuant to the request of and for the account of our customer,

(Name of Contractor)

(Address of Contractor)

WE HEREBY ESTABLISH in your favour our irrevocable Standby Letter of Credit for a sum not exceeding in the aggregate

_____ Canadian dollars.

This Standby Letter of Credit may be drawn on by you at any time and from time to time upon written demand for payment made upon us by you. It is understood that we are obligated under this Standby Letter of Credit for the payment of monies only and we hereby agree that we shall honour your demand for payment without inquiring whether you have a right as between yourself and our customer to make such demand and without recognizing any claim of our customer or objection by the customer to payment by us.

The amount of this Standby Letter of Credit may be reduced from time to time only by amounts drawn upon it by you or by formal notice in writing given to us by you if you desire such reduction or are willing that it be made.

Partial drawings are permitted.

We engage with you that all demands for payment made within the terms and currency of this Standby Letter of Credit will be duly honoured if presented to us at:

(Address)

and we confirm and hereby undertake to ensure that all demands for payment will be duly honoured by us.

All demands for payment shall specifically state that they are drawn under this Standby Letter of Credit.

Subject to the condition hereinafter set forth, this Standby Letter of Credit will expire on

(Date)

It is a condition of this Standby Letter of Credit that it shall be deemed to be automatically extended from year to year without amendment from the present or any future expiry date, unless at least 30 days prior to the present or any future expiry date, we notify you in writing that we elect not to consider this Standby Letter of Credit to be renewable for any additional period.

This Standby Letter of Credit may not be revoked or amended without your prior written approval.

This credit is subject to the Uniform Customs and Practice for Documentary Credit (1993 Revision), International Chamber of Commerce Publication Number 500.

(Name of bank or financial institution)

Per: _____
(Authorized Signing Officer)

Per: _____
(Authorized Signing Officer)

APPENDIX C

City of Winnipeg Climate

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year
Temperature													
Daily Maximum (°C)	-13.2	-9.7	-1.8	9.8	18.6	23.4	26.1	24.9	18.6	11.3	-0.4	-9.9	8.1
Daily Minimum (°C)	-23.6	-20.6	-12.4	-2.3	4.5	10.4	13.4	11.7	6.1	0.1	-9.2	-19.4	-3.4
Daily Mean (°C)	-18.3	-15.1	-7	3.8	11.6	16.9	19.8	18.3	12.4	5.7	-4.7	-14.6	2.4
Extreme Maximum (°C)	7.8	11.7	23.3	34.3	37	37.2	37.8	40.6	38.8	29.4	23.9	11.7	
Date	942/23	958/25	946/27	980/21	980/22	988/11	940/22+	949/07	983/02	961/06	975/05	939/06	
Extreme Minimum (°C)	-42.2	-45	-37.8	-26.3	-11.1	-3.3	1.1	0.6	-7.2	-17.2	-34	-37.8	
Date	966/24+	966/18	962/01	979/02	958/01	964/03	972/03	965/28	965/26	941/30	985/30	973/31+	
Degree-Days													
Above 18 °C	0	0	0	0.7	13	36.8	73.1	56.4	9.2	0.3	0	0	189
Below 18 °C	1129.1	936.2	778.5	428.6	212	69	18.5	45.7	178.6	380.9	683.3	1013.7	5874
Above 5 °C	0	0	1.8	54.1	214	357.8	457.6	413.6	224	74.9	4.3	0	1802
Below 0 °C	571.2	428.8	237.1	30.4	0.8	0	0	0	0.1	10.7	168.3	456.1	1904
Precipitation													
Rainfall (mm)	0.3	0.4	5.9	26.4	57.8	83.8	72	75.3	50.9	24.6	5.3	1.6	404.4
Snowfall (cm)	22.6	17.1	19.2	9.4	2	0	0	0	0.4	4.9	19	20.1	114.8
Precipitation (mm)	19.3	14.8	23.1	35.9	59.8	83.8	72	75.3	51.3	29.5	21.2	18.6	504.4
Extreme Daily Rainfall (mm)	3.8	7.6	30	36	60.2	69.8	69.1	83.8	65	74.4	17	21.8	
Date	944/20	958/23	945/25	986/30	978/25	984/21	942/29	962/11	941/03	949/10	948/02	982/02	
Extreme Daily Snowfall (cm)	23	23.6	35.6	21.3	21.1	0.3	0	0	5.8	24.6	27.7	21.6	
Extreme Daily Precipitation (mm)	22.5	23.6	35.6	44.1	60.2	69.8	69.1	83.8	65	74.4	27.7	21.8	
Date	989/07	955/20	966/04	986/30	978/25	984/21	942/29	962/11	941/03	949/10	958/17	982/02	
Month-end Snow Cover (cm)	24	23	9	0	0	0	0	0	0	1	8	15	

City of Winnipeg Climate

Days With													
Maximum Temperature >0°C	2	3	13	27	31	30	31	31	30	30	15	3	246
Measurable Rainfall	*	*	2	5	9	12	11	11	11	7	2	*	73
Measurable Snowfall	13	9	7	4	*	*	0	0	*	2	9	12	56
Measurable Precipitation	12	8	9	8	10	12	11	11	11	9	9	11	119
Freezing Precipitation	2	2	2	*	*	0	0	0	0	*	3	3	13
Fog	2	2	3	*	*	*	*	1	1	2	2	2	17
Thunderstorms	*	0	*	*	3	6	8	6	3	*	*	*	28
Sunshine (Hrs)	119.7	139.9	177.7	232.4	276.8	290.6	321.7	285.9	189.3	149.8	94.9	98.6	2377.3
Station Pressure (kPa)	98.87	98.95	98.78	98.64	98.48	98.29	98.45	98.48	98.55	98.53	98.66	98.79	98.62
Moisture													
Vapour Pressure (kPa)	0.16	0.2	0.33	0.54	0.82	1.25	1.57	1.43	1.01	0.67	0.38	0.2	0.71
Rel. Humidity - 0600L (%)	80	81	83	81	77	80	85	87	86	84	84	81	
Rel. Humidity - 1500L (%)	75	75	72	54	45	50	52	50	53	56	72	77	
Wind													
Speed (km/h)	18	17	18	20	19	17	15	15	18	19	18	17	18
Most Frequent Direction	NW	S	S	N	S	S	S	S	S	S	S	S	S
Extreme Hourly Speed (km/h)	70	80	81	80	72	80	89	74	71	77	76	71	
Direction	NW	W	NW	NW	NW	S	SE	E	N	NW	W	S	
Extreme Gust Speed (km/h)	106	129	113	106	109	127	127	122	98	102	124	89	
Direction (km/h)	S	NW	N	N	NW	W	S	NW	S	N	W	NW	

APPENDIX D

APPENDIX E

APPENDIX F